

COLLECTIVE BARGAINING AGREEMENT

between



HUMAN SERVICES SUPPORT UNIT

of

LOCAL 517-M,

Service Employees International Union

and

STATE OF MICHIGAN

Effective: January 1, 2012 through December 31, 2013

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1 **ARTICLE 1**
2 **PREAMBLE**
3

4 **SECTION 1. COLLECTIVE BARGAINING AGREEMENT.**
5

6 This Agreement was entered into on the 25th day of October, 2011, at
7 Lansing, Michigan, by and between Human Services Support Unit of Local 517-
8 M, Service Employees International Union, (hereinafter referred to as the Union),
9 and the State of Michigan and its principal departments and agencies covered by
10 this Agreement (hereinafter referred to as the Employer) represented by the
11 State Employer, and became effective on January 1, 2012, upon approval by the
12 Civil Service Commission.
13

14 Non-economic provisions in this Agreement shall be effective according to
15 their terms upon approval by the Civil Service Commission. Economic provisions
16 in this Agreement shall be effective on the date specified in the applicable Article.
17 No provision in this Agreement shall apply retroactively unless specified in the
18 applicable Article.
19

20 **SECTION 2. PURPOSE AND INTENT.**
21

22 It is the purpose of this Agreement to provide for the wages, hours, and
23 terms and conditions of employment of the employees covered by this
24 Agreement, to recognize the continuing joint responsibility of the parties to
25 provide efficient and uninterrupted services and satisfactory employee conduct to
26 the public, and to provide an orderly, prompt, peaceful, and equitable procedure
27 for the resolution of differences between employees and the Employer. Except
28 as prohibited by the Civil Service Rules and Regulations, the provisions of this
29 Agreement shall automatically modify or supersede: (1) conflicting rules,
30 regulations, and interpretive letters of the Civil Service Commission and
31 Department pertaining to wages, hours, and terms and conditions of
32 employment; and (2) conflicting rules, regulations, practices, policies and
33 agreements of or within Departments/Agencies pertaining to terms and
34 conditions of employment.
35

36 If, during its term, the parties hereto should mutually agree to modify,
37 amend, or alter the provisions of this Agreement in any respect, any such
38 changes shall be effective only if reduced to writing and executed by the
39 authorized representatives of the Employer and the Union and approved by the
40 Civil Service Commission.
41

42 No individual employee or group of employees acting independently of the
43 Union may alter, amend, or modify any provisions hereof.
44

ARTICLE 2
RECOGNITION

The Employer recognizes the Human Services Support Unit of Local 517-M, Service Employees International Union, as the exclusive representative and sole bargaining agent for all employees in the Human Services Support Bargaining Unit (hereinafter referred to as the Bargaining Unit) with respect to wages, hours, and other terms and conditions of employment, in accordance with the provisions of the Michigan Civil Service Rules and Regulations and/or other applicable rules, regulations, statutes, or decisions.

This Agreement covers all employees in the Bargaining Unit as established under Civil Service Rules and Regulations, consisting currently of the classifications listed in Appendix A to this Agreement, and such other classifications which may be assigned to the Bargaining Unit under Civil Service Rules and Regulations.

The Union recognizes the State Employer as the exclusive representative of the State of Michigan authorized to conduct primary level negotiations and enter into agreement on conditions of employment for all employees in the bargaining unit, in accordance with Civil Service Rules and Regulations.

ARTICLE 3
INTEGRITY OF THE BARGAINING UNIT

SECTION 1. BARGAINING UNIT WORK PERFORMED BY NON-BARGAINING UNIT EMPLOYEES.

The Employer recognizes that the integrity of the Bargaining Unit is of significant concern to the Union. Bargaining Unit work shall, except as provided below, be performed by Bargaining Unit employees.

The Employer shall not assign Bargaining Unit work to employees outside the Bargaining Unit except in the case of a valid, documented temporary emergency, or when a Bargaining Unit employee is not available to perform the work, but in no event shall such assignment be made if the assignment has the effect of reducing or eroding the Bargaining Unit. In those situations where it is determined that a valid, documented temporary emergency exists, the Union and the Employer will meet, at the Union's request, to explain the resources exhausted, the decision to use volunteers, and the expected duration of such use. In addition, the Employer will meet at regular intervals, not more frequently than monthly, to discuss the progress being made to end the use of volunteers. In the event the Union identifies concerns over the use of volunteers that are not otherwise addressed through meeting with the Employer, the Union may request a meeting with the Office of the State Employer to review and attempt to resolve the concerns.

1 Nothing in this Agreement shall preclude the Employer from continuing to
2 utilize student programs (including Veteran Work Study), provided that such
3 employees shall not displace Bargaining Unit employees or prevent the recall of
4 laid off Bargaining Unit employees.

5
6 The Employer shall provide notification, in writing and via e-mail to the Union,
7 no less than ten (10) weekdays prior to implementation, when utilizing these
8 employees. Such notification shall include the:

9
10 A. Number of employees involved;

11
12 B. Duration of employment;

13
14 C. Location of employment;

15
16 D. Job duties to be performed.

17
18 The parties will adhere to all rules and regulations of any student program
19 utilized.

20
21 **SECTION 2. BARGAINING UNIT WORK PERFORMED BY SUPERVISION.**

22
23 Supervisory employees shall not perform Bargaining Unit work except in the
24 case of training (including demonstrating the proper method of completing the task
25 assigned), valid, documented temporary emergency, or whenever an assigned
26 Bargaining Unit employee is not available to perform the work.

27
28 **SECTION 3. NEW AND ABOLISHED CLASSIFICATIONS.**

29
30 The parties shall notify each other at least thirty (30) days in advance of
31 recommendations by either party to re/establish or abolish any Bargaining Unit job
32 classifications, or changes in classification job specifications, and/or pay ranges. In
33 the case of establishing or assigning a pay range for any re/established
34 classification, the Employer shall upon request meet and discuss with the Union
35 the appropriate pay range for said classification.

36
37 **SECTION 4. TECHNOLOGICAL CHANGES.**

38
39 The Union recognizes the Employer's right to implement technological
40 changes in the work performed by Bargaining Unit employees. The Employer shall
41 give reasonable advance notice (in no case less than thirty (30) days) to the Union
42 of the Employer's intent to implement such changes. This notice shall include
43 sufficient information in order for the Union to be able to make a proper evaluation
44 of the impact, if any, on Bargaining Unit employees.

1 When, as a result of technological changes, new classes are established to
2 perform Bargaining Unit work, the Employer agrees that the parties shall
3 recommend jointly to the Civil Service Commission that such new classes be
4 included in the Bargaining Unit.

5
6 SECTION 5. SUBCONTRACTING.
7

8 Whenever the Employer intends to contract out or subcontract services, the
9 Employer shall, as early as possible but at least fifteen (15) calendar days prior to
10 the implementation of the contract or subcontract, give written notice of its intent to
11 the Union. Such notice shall consist of a copy of the request made to Civil Service
12 unless such a request is not required, in which case, a copy of the contract will be
13 provided.
14

15 The notice shall include such matters as:

- 16
17 A. The nature of the work to be performed or the service to be provided;
18
19 B. The proposed duration and cost of such subcontracting; and
20
21 C. The rationale for such subcontracting.
22

23 In case of preauthorized contractual services, item C above need not be
24 provided; however, the Employer agrees to meet with the Union, upon request,
25 should the Union have questions regarding the information provided.
26

27 The Employer agrees to make reasonable efforts (not involving a delay in
28 implementation) to avoid or minimize the impact of such subcontracting upon
29 Bargaining Unit employees.
30

31 The Employer shall also provide the Union, upon written request, information
32 necessary to monitor the implementation, including costs, of the contract or
33 subcontract. If the volume of the information requested under this Section would
34 place an unreasonable burden on the Employer, the parties will meet to attempt to
35 identify alternative mechanisms for providing such information.
36

37 The Employer shall, upon written request, meet and confer with the Union
38 over the impact of the decision upon the Bargaining Unit. Such discussion shall
39 not serve to delay implementation of the Employer's decision.
40
41
42
43
44
45

ARTICLE 4
UNION SECURITY

SECTION 1. AGENCY SHOP.

A. For the duration of this Agreement, the provisions of this Article shall be deemed valid to the extent permitted by the Michigan Civil Service Rules and Regulations.

B. Dues deduction. SEIU Local 517M shall provide to employing departments adequate supplies of both membership cards (see Appendix B-1) and representation service fee cards (see Appendix B-2) on an ongoing basis. The Appointing Authority shall provide instructions to designated management representatives at the work locations concerning distribution and collection of membership and representation service fee cards with other entry-on-duty paperwork. The instructions shall direct that signed cards returned to the designated representative be forwarded to the Union.

SEIU Local 517M shall be responsible for transmitting signed payroll deduction authorization cards for dues and representation service fees to the designated Appointing Authority representatives after receiving the cards from the designated management representatives at the work locations.

Upon receipt of a unit member's completed and signed authorization for payroll deductions of membership dues form as provided by the Union and subject to the provisions of paragraph C (1) below, the Employer will deduct those dues required as a condition of maintaining membership in the Union in good standing.

C. The authorization shall be effective only as to membership dues becoming due after the delivery date of such authorization to the unit member's Appointing Authority personnel office. New authorization cards must be submitted by the 9th day of any pay period for deduction to be made the following pay period.

1. Deduction will be made only when the unit member is due sufficient biweekly earnings to cover the dues amount after deductions for Federal Social Security (FICA); individually authorized deferred compensation; Federal income tax; State income tax; local and/or city income tax; other legally required deductions; individually authorized participation in State programs; and enrolled unit member's share of insurance premiums.

1 2. Membership dues shall be uniform in amount, and shall be as
2 certified in writing by the Union's Executive Vice President to
3 the Employer.
4

5 D. No unit member shall be required as a condition of continued
6 employment with the State to join the Union.
7

8 E. Service fee deduction. Any unit member who voluntarily terminates
9 his/her membership in the Union, or a unit member who has not
10 submitted a valid dues deduction authorization form, or who does not
11 produce proof of Union membership shall, within sixty (60) days of the
12 effective date of this Agreement or effective date of membership
13 termination, as a condition of continuing employment, tender a service
14 fee amount as described below, but not to exceed regular biweekly dues
15 uniformly assessed against all members of the Union.
16

17 1. The service fee shall be the uniform membership dues
18 reduced by any fees, charges, and/or assessments involving
19 contributions for any political purposes whatsoever; and shall
20 represent only the unit member's proportionate share of the
21 Union's costs germane to collective bargaining, contract
22 administration, grievance adjustment, and any other cost
23 necessarily or reasonably incurred for the purpose of
24 performing the duties of an exclusive representative of the
25 employee in dealing with the Employer on labor-management
26 issues.
27

28 2. The service fee obligation shall be fulfilled by the unit member
29 signing, dating, and submitting to the Employer an
30 authorization for service fee payroll deduction form as supplied
31 by the Union.
32

33 3. The payment of a service fee to the Union as a condition of
34 continuing employment shall not take effect until the Union
35 notifies the Employer of the amount of the service fee to be
36 deducted.
37

38 F. Compliance Procedure. The Employer shall automatically deduct from
39 an employee's pay check and tender to the Union a service fee as
40 provided in Section E after the following:
41

42 1. After thirty (30) days from date of the employee's hire, the
43 Union has first notified the Employer in writing that the
44 employee is subject to the provisions of this Section and has
45 elected not to become or remain a member of the Union in
46 good standing and/or to tender the required service fee.

- 1 2. Within ten (10) work days from the date the Union so notifies
2 the Employer, the Employer shall:
3
4 a. Notify the employee of the provisions of this Agreement;
5
6 b. Obtain the employee's response; and
7
8 c. Notify the Union of the employee's response.
9
10 3. In the event the employee fails to become a member of the
11 Union in good standing, renew membership or sign the
12 "Authorization For Deduction Of Service Fee" card after the
13 above, the Union may request automatic deduction by
14 notifying the Employer, with a copy to the employee, certified
15 mail, return receipt requested.
16
17 4. Upon receipt of such written notice, the Employer shall, within
18 five (5) week days, notify the employee, with a copy to the
19 Union, that beginning the next pay period it will commence
20 deduction of the service fee and tender same to the Union.
21
22 G. Revocation. Nothing in this Article shall prohibit a unit member from
23 terminating any dues deduction authorization at any time. Such
24 revocation shall not serve to waive the unit member's obligation to the
25 Union as specified in Paragraph E of this Article.
26
27 H. Objection to amount of service fee.
28 A service fee payer shall have the right to object to the amount of the
29 service fee and to obtain a reduction of the service fee to exclude all
30 expenses not germane to collective bargaining, contract administration,
31 and grievance administration, or otherwise necessarily or reasonably
32 incurred for the purpose of performing the duties of an exclusive
33 representative of the employees in dealing with the Employer on labor-
34 management issues.
35
36 The Union shall give every service fee payer financial information
37 sufficient to determine how the service fee was calculated. A service fee
38 payer may challenge the amount of the service fee by filing a written
39 objection with the Union within 30 calendar days. The Union shall
40 consolidate all objections and shall initiate arbitration under the "Rules
41 For Impartial Determination Of Union Fees" of the American Arbitration
42 Association. The Union shall place in escrow any portion of the
43 objector's service fee that is reasonably in dispute.
44
45 I. Remittance and Accounting. Dues and service fees deducted for any
46 biweekly pay period shall be remitted to the Executive Vice President of

1 the Union, with a list of the names of unit members for whom the
2 deduction has been made. Upon written request, the Employer shall
3 provide the Union a list of those unit members who have active dues
4 deduction authorizations on file.

5
6 J. During negotiations the parties acknowledged that Federal and
7 constitutional law requirements regarding Union security provisions are
8 unsettled. The parties understand and agree that the provisions set forth
9 in Article 4 shall only be applied in accordance with applicable law.

10
11 **SECTION 2. BARGAINING UNIT INFORMATION PROVIDED TO THE UNION.**

12
13 The Employer shall provide the following information to the Union, including
14 codes and definitions of codes, through whatever automated or other type of
15 system currently in use.

16
17 A. The Employer agrees to furnish a biweekly transaction report to the
18 Union in electronic form, listing employees in this Unit who are hired,
19 rehired, reinstated, transferred into or out of the Bargaining Unit,
20 transferred between Agencies and/or Departments, promoted,
21 reclassified, downgraded, placed on leaves of absence of any type
22 including disability, placed on layoff, recalled from layoff, separated
23 (including retirement), added to or deleted from the Bargaining Unit, or
24 who have made any changes in Union deductions. This report shall
25 include the employee's name, employee identification number, employee
26 status code (appointment type), job code description (class/level),
27 personnel action and reason, effective start and end dates, and process
28 level (Department/Agency).

29
30 B. The Employer will provide a biweekly demographic report to the Union in
31 electronic form, containing the following information for each employee
32 in the Bargaining Unit: the employee's name, employee identification
33 number, street address, city, state, zip code, job code, sex, race, birth
34 date, hire date, process level (Department/Agency), TKU, Union
35 deduction code, deduction amount, employee status code (appointment
36 type), position code (position type), leave of absence/layoff effective
37 date, continuous service hours, county code, worksite code, Unit code
38 and hourly rate. The parties agree that this provision is subject to any
39 prohibition imposed upon the Employer by courts of competent
40 jurisdiction.

41
42 C. Requests for information not provided in Sections A and B above shall
43 be made by the Union to the Office of the State Employer. The Union
44 will pay the full cost of all reports provided by the State pursuant to this
45 Agreement.

1 **SECTION 3. AID TO OTHER UNIONS.**

2
3 The Employer agrees and shall cause its designated agents not to aid,
4 promote, or finance any other labor or employee organization which purports to
5 engage in employee representation of employees in this Bargaining Unit, or
6 make any agreements which undermine the Union with any such group or
7 organization.

8
9 Nothing contained herein shall be construed to prevent any representative
10 of the Employer from meeting with any professional or citizen organization for the
11 purpose of hearing its views, except that as to matters presented by such
12 organizations which are proper subjects of negotiation, any changes or
13 modifications shall be made only through negotiations with the Union.

14
15 **ARTICLE 5**
16 **UNION RIGHTS**

17
18 **SECTION 1. BULLETIN BOARDS.**

19
20 The Employer shall furnish space for Union bulletin boards at locations used
21 to house Bargaining Unit employees as mutually agreed upon, for exclusive use
22 of the Union to enable employees of the Bargaining Unit to read materials posted
23 by the Union. Such mutual agreement, including size, cost, and installation, shall
24 be agreed upon at Labor Management Meetings. The Employer shall continue
25 providing Union bulletin boards provided under prior agreement.

26
27 All materials shall be signed, dated, and posted by the designated Union
28 Representative and may not be removed by other than the designated Union
29 Representative unless the material is objectionable. Objectionable materials are
30 defined as follows:

- 31
32 1. Partisan political literature;
33
34 2. Materials ridiculing individuals by name or obvious direct
35 reference or;
36
37 3. Materials defamatory to the Employer.

38
39 **SECTION 2. MAIL SERVICE.**

40
41 The Union shall be permitted to use the Department/Agency mail
42 distribution services, except as prohibited by law. Such mailings shall be of a
43 reasonable size, volume and frequency, and prepared by the Union in
44 accordance with mail policies prescribed through secondary negotiations.

1 Union use of the mail system shall not include any U. S. mails or other
2 commercial or statewide delivery services used by the State as part of or
3 separate from Department/Agency mail systems. The Union's use of the mail
4 service shall be the responsibility of the designated Union Representative.

5
6 The Employer shall not be held liable for the delivery and security of any
7 mailings.
8

9 **SECTION 3. UNION INFORMATION PACKET.**

10
11 On the first day of employment in the Bargaining Unit, or on the day tax
12 withholding forms are signed, the Employer shall distribute to a new employee a
13 packet of informational materials supplied to the Employer by the Union. The
14 Employer retains the right to review the material supplied.

15
16 There shall be a system requiring an employee to sign a receipt for such
17 informational packet. Such receipt shall be provided to the Union. Procedural
18 details of such receipt system shall be determined promptly by mutual agreement
19 of the Union and the Appointing Authority.
20

21 **SECTION 4. ORIENTATION.**

22
23 During the orientation of new Bargaining Unit employees, the Union shall be
24 given an opportunity to have a Union Representative speak for not more than
25 fifteen (15) minutes to provide information about the Union. At least one (1)
26 Employer Representative may attend such orientation as an observer, but shall
27 not participate in nor interfere with the Union presentation. The Union shall be
28 given a minimum of five (5) calendar days written notification via either regular or
29 electronic mail prior to the orientation meeting by the Appointing Authority.
30

31 **SECTION 5. UNION OFFICE SPACE.**

32
33 All office space currently being used by the Union under this Section may
34 continue to be used; however, the Employer reserves the right to require a lease
35 or other written agreement and the payment of rent by the Union. Such lease or
36 agreement will include a rent amount negotiated by the parties, and is subject to
37 approval by the Department of Technology, Management and Budget. The
38 Union will reimburse the State of Michigan for the Union's telephone bills
39 associated with the Union's office.
40

41 Such premises shall be for the sole and exclusive use of the Union. Access
42 and security will be in accordance with agency or departmental rules. The Union
43 will maintain such space in appropriate condition and in accordance with the
44 requirements of the Employer.
45

1 The Employer reserves the right to withdraw approval for the Union's use of
2 such premises, upon thirty (30) days written notice to the Union, only due to
3 operational requirements, failure to pay rental charges, or misuse by the Union or
4 its agents. If approval is withdrawn due to operational requirements, the
5 Employer will make a good faith effort to provide alternative office space.

6
7 The Union agrees to indemnify and hold harmless the Employer against
8 orders or judgments not resulting from the negligence of the Employer, its
9 employees or agents, issued against the Employer arising out of the Union's
10 occupying office space.

11
12 **SECTION 6. UNION MEETINGS ON STATE PREMISES.**

13
14 The Employer shall provide, upon prior Union request, State conference and
15 meeting rooms for Bargaining Unit meetings, subject to approval of the
16 appropriate local Employer Representative. Such facilities shall be furnished
17 without charge to the Union. Bargaining Unit meetings on State premises shall
18 be governed by operational considerations of the local facility.

19
20 **SECTION 7. TELEPHONE DIRECTORY.**

21
22 The Employer agrees to publish the telephone number and business
23 address of the Union in the State of Michigan telephone directory.

24
25 **SECTION 8. ACCESS TO PREMISES.**

26
27 Representatives of the Union shall be admitted to the premises of the
28 Employer during working hours upon advance notice, if possible, to the
29 appropriate Employer Representative. Such visitation shall be for the purpose of
30 participating in Union-Management meetings, interviewing grievants, attending
31 grievance conferences, and for other reasons related to the administration of this
32 Agreement.

33
34 Security needs and reasonable operational requirements shall be observed
35 by Union Representatives during such admissions to Employer premises.

36
37 **SECTION 9. EXPEDITED RESOLUTION OF DISPUTES.**

38
39 Where the Employer believes that objectionable materials, as defined in
40 Section 1 of this Article, have been prepared in Union office space, posted on
41 bulletin boards, distributed through the Department/Agency mail service, included
42 in Union Information Packets, or presented at orientation, it shall not interfere
43 with such preparation, posting, inclusion, or presentation. Rather, the involved
44 Employer supervisor shall promptly schedule a conference with the designated
45 Union Steward for the affected work location.

1 If the dispute is not resolved, the affected Appointing Authority shall
2 promptly schedule a conference with a Union Representative with authority to
3 bind the Union for the purpose of resolving the dispute. The Representative of
4 the Appointing Authority at the conference shall have authority to bind the
5 Appointing Authority.

6
7 If the dispute is not resolved and the Appointing Authority still determines the
8 materials objectionable, it may then, as applicable: a) remove the disputed
9 posted material; b) suspend the distribution of the disputed material through the
10 Department/Agency mail service; c) exclude the disputed material from Union
11 information packets; or d) require exclusion of the disputed statements from
12 presentations at orientation. The Union may grieve such action directly to an
13 arbitrator for expedited and final and binding resolution of the dispute. The
14 parties shall endeavor to stipulate to all material facts. Any hearing, if necessary,
15 shall be conducted, arguments submitted, and the Arbitrator's decision rendered
16 within fifteen (15) days.

17
18 The American Arbitration Association expedited arbitration procedure shall
19 be used.

20 21 **ARTICLE 6** 22 **MANAGEMENT RIGHTS**

23
24 It is agreed that, except as limited by this Agreement, the management of
25 Departments and Agencies in the Bargaining Unit shall inhere in the Employer.
26 Management rights include, but are not limited to, the right, without engaging in
27 negotiations, to:

28
29 Determine matters of managerial policy; mission of the Agency; budget; the
30 method, means, and personnel by which the Employer's operations are to be
31 conducted; organization structure; standards of service and maintenance of
32 efficiency; the right to select, promote, assign, or transfer employees; discipline
33 employees for just cause in accordance with this Collective Bargaining
34 Agreement; and in cases of temporary emergency, to take whatever action is
35 necessary to safeguard employees in accordance with MIOSHA Safety
36 Standards, and carry out the Agency's mission.

37
38 Make reasonable work rules which regulate performance, conduct, and
39 safety and health of employees, provided such work rules shall be reduced to
40 writing and furnished to the Union at least ten (10) work days in advance of their
41 effective date. Additionally, work rules will be made available to each Bargaining
42 Unit employee subsequent to the Union's review and prior to their effective date.

43
44 This Agreement, including its supplements and exhibits attached hereto (if
45 any), concludes all primary negotiations between the parties during the term
46 hereof and satisfies the obligation of the Employer and the Union to bargain

1 during the term of this Agreement, except as otherwise provided in this
2 Agreement. The Union acknowledges and agrees that the bargaining process,
3 under which this Agreement has been negotiated, is the exclusive process for
4 affecting terms and conditions of employment at both primary and secondary
5 levels, and such terms and conditions shall not be addressed under Civil Service
6 Rules and Regulations.

7
8 The parties agree that by mutual agreement they may reopen for
9 negotiations any portions of this Agreement.

10
11 The parties acknowledge that during the negotiations which preceded this
12 Agreement, each had the unlimited right and opportunity to make demands and
13 proposals with respect to any negotiable subject or matter, and that the
14 understandings and agreements arrived at by the parties after the exercise of
15 that right and opportunity are set forth in this Agreement.

16
17 **ARTICLE 7**
18 **UNION BUSINESS**
19

20 **SECTION 1. TIME OFF FOR UNION BUSINESS.**
21

22 To the extent that attendance for Union business does not interfere with the
23 Employer's operation, properly designated Union Representatives, regardless of
24 shift assignment, shall be released and allowed time off without pay for legitimate
25 Union business. Approval for such time off shall not be unreasonably denied.
26

27 Employees who have been granted time off without pay shall not earn
28 annual, sick, or length of service credits during the time spent in authorized
29 Union business. Such time off shall not be detrimental in any way to the
30 employee's record. The parties agree to minimize time lost from work.
31

32 A properly designated Union Representative shall notify and receive
33 approval from his/her supervisor on each occasion before engaging in Union
34 business authorized by this Agreement. Such notice shall be furnished at least
35 two (2) weekdays in advance of the date that work schedules must be
36 established in accordance with Article 15, Section 4, of this Agreement, except
37 as mutually agreed to locally on a case-by-case basis.
38

39 In addition to the notice from the employee required above, the Union
40 President or his/her designee shall also provide, at least two (2) weekdays in
41 advance of the date that work schedules must be established in accordance with
42 Article 15, Section 4, of this Agreement, written notice containing the name(s)
43 and Department/Agency affiliation of employees designated by the Union to
44 attend such functions. In emergency situations, the Employer may authorize a
45 variance from this procedural requirement.
46

1 No employee shall be entitled to be released and the Employer is under no
2 obligation to permit repurchase of annual leave, pursuant to these provisions,
3 unless designated by the Union President or his/her designee.
4

5 **SECTION 2. ANNUAL LEAVE BUY BACK.**
6

7 An employee may utilize any accumulated time (holiday, compensatory,
8 annual) in lieu of taking such time off without pay, as provided for in Section 1 of
9 this Article. When the employee elects to utilize annual leave credits, the Union
10 may "buy back" such credits with the following restrictions:
11

- 12 A. An employee shall be permitted annual leave absence from work for
13 such Union business up to a maximum of accrued credits.
14
15 B. The Union may reinstate such expended credits used in the previous
16 twelve (12) months by cash payment to the department personal
17 services account at the employee's current daily rate. The Union shall
18 furnish to the Department the total cost to the state of such credits. This
19 provision shall be administered in compliance with applicable tax
20 statutes.
21
22 C. The Union shall be allowed to exercise the option of reinstating such
23 credits for any one employee no more than six (6) times each fiscal year.
24

25 **SECTION 3. ADMINISTRATIVE LEAVE.**
26

27 Subject to the operational needs of the Employer and in accordance with
28 the provisions below, employees in this Bargaining Unit shall be released and
29 permitted time off without loss of pay or benefits during scheduled working hours
30 for Union business, subject to the following conditions:
31

- 32 A. The administrative leave provided in this Section shall be the only
33 administrative leave for Union business that may be utilized by any
34 employee in this Bargaining Unit.
35
36 B. An Administrative Leave Bank is established based on one hour of
37 administrative leave for each employee in the Bargaining Unit. Such
38 bank shall be computed on the basis of the number of employees in the
39 Bargaining Unit who are on active payroll status at the end of the pay
40 period which includes January 1 of each calendar year.
41

42 Such administrative leave which is not used may be carried forward
43 to other years to cover absences from regularly scheduled work activities
44 authorized by this Section.
45

1 Such administrative leave shall be granted only in one hour
2 increments.

3
4 Approval for such time off shall not be unreasonably denied.

5
6 It is agreed that the Administrative Leave Bank provided herein
7 replaces the Administrative Leave Bank granted in the Civil Service
8 Commission Rules and Regulations.

9
10 The Office of the State Employer shall provide the Union with an
11 annual report on the number of hours utilized from the bank during the
12 preceding calendar year.

13
14 No deduction shall be made, nor shall any employee be entitled to be
15 released on such administrative leave, without prior written authorization
16 from the Union President or his/her designee. Such authorization shall
17 be sent to the Office of the State Employer and the
18 Departmental/Agency Employer.

- 19
20 C. An administrative leave bank of 2,088 hours shall be established on
21 January 1 of each year to be used by any employee in this Bargaining
22 Unit who is a duly elected member of the State of Michigan AFL-CIO
23 Executive Council and/or serving on the State of Michigan AFL-CIO
24 Standing Committee on Unemployment Insurance as appointed by the
25 President of the State of Michigan AFL-CIO, within five (5) days after
26 such election or appointment (or if already elected or serving, within five
27 (5) days after the effective date of this contract). The Union will furnish to
28 the State Employer in writing the name and department of such
29 employee. Notification of any change in membership of the AFL-CIO
30 Executive Council and/or the Standing Committee on Unemployment
31 Insurance shall also be in writing to the State Employer within five (5)
32 days after such change.

33
34 Any such administrative leave, which is not used, may not be
35 carried forward to other years.

- 36
37 D. A duly elected member of the Human Services Support Unit of SEIU
38 Local 517-M Executive Board (not to exceed one (1) in this Bargaining
39 Unit) shall be granted time off without loss of pay to prepare for and
40 attend meetings of the Executive Board. Such time shall not exceed two
41 (2) days per executive board meeting or twelve (12) days per year.
42 Provisions for notice to the Employer of such member's intent to prepare
43 for and attend Executive Board Meetings shall be mutually agreed to by
44 the parties.

ARTICLE 8
REPRESENTATION AND TIME OFF WITHOUT LOSS OF PAY

SECTION 1. BARGAINING COMMITTEE.

Employees in the Bargaining Unit shall be represented by the Union in primary and secondary level negotiations in accordance with this Section. Authorized Bargaining Committee Representatives shall lose no pay or benefits for participating in negotiations authorized by this Section.

A. Primary Negotiations.

The Primary Bargaining Committee shall be designated by the Union and shall consist of not more than seven (7) persons per session excluding non-State employees. State employee designations shall be provided to the State Employer in writing at least fourteen (14) days prior to the first negotiation session. Primary Bargaining Committee Representatives shall be employed in a classification in the Bargaining Unit. Each properly designated Bargaining Committee Representative shall be granted administrative leave for all approved time related to primary negotiations.

B. Secondary Negotiations.

The Secondary Bargaining Committee shall be designated by the Union and shall consist of not more than five (5) persons in the Unemployment Agency (hereinafter referred to as UA) and four (4) persons in the other Departments. Secondary Bargaining Committee Representatives shall be employed in a classification in the Bargaining Unit in such Department to which secondary negotiations pertain, except that in Departments other than UA, up to two (2) Secondary Bargaining Committee Representatives may be employed in another Department. Written notice of the names of unit employees designated by the Union shall be supplied to the relevant Departmental Employer at least seven (7) days prior to the first negotiating session.

SECTION 2. UNION ACTIVITIES DURING WORKING HOURS.

Employees shall be released and allowed time off, subject to Civil Service Rules and Regulations, without loss of pay or benefits during working hours to attend grievance conferences, Labor-Management Meetings, committee meetings, and activities established by this Agreement, or meetings or conferences called or agreed to by the Employer or the Department of Civil Service (including the Civil Service Commission), if such employees are entitled by the provisions of this Agreement to attend such meetings by virtue of being Union representatives, Chief Stewards, Stewards, Alternate Stewards, witnesses, and/or grievants except in the case of emergency. If an employee is not released to attend such meetings in accordance with the provisions of this

1 Agreement, the Union may request the appropriate authority to postpone and
2 reschedule such meeting. In those cases where the Union makes such a
3 request, the Employer shall grant or concur in such request.

4
5 **SECTION 3. GRIEVANCE REPRESENTATION.**

6
7 The Chief Steward, Steward, or Alternate Steward in the jurisdictional area
8 of the grievant are authorized to represent the grievant at Steps One (1) and Two
9 (2) of the grievance procedure without loss of pay or benefits. Beginning at Step
10 Three (3), the Union may designate its Representative.

11
12 **SECTION 4. JURISDICTIONAL AREAS.**

13
14 The jurisdictional areas for Stewards, Alternate Stewards, and Chief
15 Stewards shall be determined by the Union. Said Representatives shall be
16 employed in the jurisdictional area for which they have responsibility.

17
18 In a jurisdictional area where no Steward or Alternate Steward has been
19 selected, and in those cases when a Steward or Alternate Steward is not
20 available (for example, the Steward or Alternate Steward is on vacation or ill), a
21 Chief Steward, Steward, or Alternate Steward as designated by the Union may
22 perform the representational activities authorized by this Agreement. The Union
23 will make every effort to utilize a Steward from the geographically nearest work
24 location.

25
26 The Union agrees to make a positive effort to select a Steward at all work
27 locations.

28
29 **SECTION 5. STEWARDS.**

30
31 The Union may select Stewards and Alternate Stewards to represent
32 employees in the Bargaining Unit. Stewards and Alternate Stewards shall be
33 members of the Bargaining Unit.

34
35 **SECTION 6. CHIEF STEWARDS.**

36
37 The Union may select up to ten (10) Chief Stewards. The Union may
38 designate eight (8) Stewards on a trial basis. The termination of such trial basis
39 shall be at the discretion of the Union.

40
41 Chief Stewards shall be members of the Bargaining Unit.

42
43 **SECTION 7. NOTICE TO THE EMPLOYER.**

1 The Union shall furnish to the Appointing Authority and the State Employer
2 in writing the names and jurisdictional areas of Chief Stewards, Stewards, and
3 Alternate Stewards within sixty (60) days after the effective date of this
4 Agreement. Any jurisdictional area changes, or changes in the above listing of
5 Chief Stewards, Stewards, and Alternate Stewards shall be forwarded to the
6 Appointing Authority and the State Employer by the Union in writing as soon as
7 such changes are made operational.

8
9 **SECTION 8. RELEASE OF UNION REPRESENTATIVES.**

10
11 The Chief Steward, Steward, Alternate Steward, or other Union
12 Representative shall first notify and receive approval from his/her supervisor
13 before leaving his/her work to engage in employee representational activities
14 authorized by this Agreement. Such approval shall normally be granted. In the
15 event that approval is not granted for the time requested by such Union
16 Representative, the Union, at its discretion, may either request an alternate
17 Union Representative or have the activity postponed and rescheduled. It is the
18 Union's sole discretion to designate its representatives in accordance with this
19 article. The Employer will make every effort to allow Union Representatives to be
20 released for representational activities as early in the work shift as possible.

21
22 **SECTION 9. ACCESS TO UNION REPRESENTATIVES.**

23
24 An employee shall have reasonable access to Union representation during
25 work hours to discuss rights and obligations provided for in this Agreement.
26 Such discussions shall not disrupt the operations of the Employer.

27
28 When an employee desires access to a Union Representative during work
29 hours, the employee shall notify his/her supervisor or designee, and such access
30 shall be allowed within a reasonable length of time such that work operations are
31 not disrupted. The Employer will make every effort to allow employees to obtain
32 Union representation as early in the work shift as is possible.

33
34 **ARTICLE 9**
35 **GRIEVANCE PROCEDURE**

36
37 **SECTION 1. PURPOSE.**

38
39 The purpose of the grievance procedure contained in this Article shall be to
40 provide an orderly system of resolving employee grievances in a timely manner
41 consistent with the provisions of this Agreement. It is the intent of the parties that
42 there shall be full discussion and consideration of grievances, based upon
43 information available at the time of the grievance conference. The parties shall
44 make a sincere and determined effort to settle meritorious grievances and keep
45 the process free of unmeritorious grievances.

1 **SECTION 2. GENERAL.**

2
3 A grievance is a written complaint of violation of this Agreement or of any
4 personnel policy, rule, regulation, procedure, condition of employment, or
5 mutually accepted past practice alleged to be a violation of this Agreement, or a
6 claim of discipline without just cause. In a grievance concerning past practice,
7 mutuality shall be one of the issues for the Arbitrator if raised by either party.
8

9 Except as provided in Section 6 of this Article, an employee of the
10 Bargaining Unit shall have the right to process a grievance through designated
11 Union Representatives, or independently up through Step Two (2) provided that
12 no discussion shall be had on the matter until the designated Union
13 Representative has been afforded a reasonable opportunity to appear and
14 present the Union's position at any grievance discussion. On grievances filed
15 independently, the Union reserves the right to appeal to Step Three (3) if not
16 satisfied with the Step Two (2) answer. Grievance settlements with
17 unrepresented grievants shall not be inconsistent with the provisions of this
18 Agreement.
19

20 When the Union through its designated representative accepts a written
21 grievance settlement offer, processing the grievance shall end. No grievance
22 settlement may be offered to a grievant unless the designated Union
23 Representative is present. The Union may initiate a grievance alleging a
24 violation in the application or interpretation of this Agreement.
25

26 Any resolution of a grievance prior to arbitration shall be without precedent
27 unless otherwise agreed by the Union and the Employer. There shall be no
28 appeal beyond Step Three (3) on initial probationary service ratings or dismissals
29 of initial probationary employees which occur during or upon completion of the
30 probationary period, except that grievances alleging prohibited discrimination
31 against a probationary employee may be appealed by the Union to Step Four (4).
32 Annual ratings are not appealable beyond Step Three (3). Counseling
33 memoranda and reprimands are not appealable beyond Step Three (3).
34

35 The Union, the designated Union Representative(s), and the grievant(s) shall
36 receive notice of the time and place of the mutually agreed upon grievance
37 conferences, and shall have the right to appear and present the Union's position
38 at such conferences (subject to limitations specified in Section 3 of this Article
39 regarding group grievances and in Section 7 regarding the appearance of the
40 grievant at Step Three (3)). At Step Three (3), scheduling notices shall be issued
41 at least fourteen (14) calendar days prior to the grievance conference date. The
42 Employer need not notify the grievant if the Union has exercised its right to waive
43 the grievant's attendance at the Step Three (3) conference and has so notified
44 the Employer.
45

1 A copy of any grievance filed by a member of the Bargaining Unit shall be
2 provided to the Union before the Step One (1) conference is held. The Union
3 shall also be provided with all decisions and appeals of grievances filed by
4 members of the Bargaining Unit.

5
6 The term "weekday" as used in this Article shall be defined as Monday
7 through Friday inclusive, excluding holidays.

8
9 **SECTION 3. GRIEVANCE PROCESSING.**

10
11 Grievances shall be presented in writing to the designated Management
12 Representative on a mutually agreed upon form, if available, or by written memo,
13 signed and dated by the grievant(s), indicating that it is a grievance. Receipt of
14 such memo begins the time period for the Employer's response.

15
16 Prior to the scheduled meeting with management at each step of the
17 grievance procedure, the grievant, if scheduled to attend the grievance
18 conference, and his/her Union Representative, if a member of the Bargaining
19 Unit, shall be permitted a reasonable amount of time, not to exceed one-half (½)
20 hour, without loss of pay or benefits for consultation and preparation for such
21 grievance meetings. In the UIA, nothing in this Section shall prohibit the
22 continuation of present practices in regard to preparation for grievance
23 conferences. Requests for time under this provision shall include the
24 identification of the grievance for which preparation time is being requested and
25 the estimated period of time necessary for such preparation. Overtime for
26 participation in the grievance procedure is not authorized. The Employer is not
27 responsible for any travel or subsistence expenses incurred by grievants,
28 witnesses, or Stewards in participating in the grievance procedure. However, if
29 the Employer requires a meeting location other than the grievant's scheduled
30 work site, that location will be mutually-agreeable between the parties. No
31 employee shall leave his/her workstation without first requesting and receiving
32 approval of the immediate supervisor. Approval for and scheduling grievance
33 meetings shall not be unreasonably denied.

34
35 Failure of the Employer to answer a grievance within the prescribed time
36 limits shall result in the grievance being appealed to the next step of the
37 grievance procedure providing the Union notifies the designated Management
38 Representative at that next step within fifteen (15) weekdays of the expiration of
39 the time limits for management's response at the lower level.

40
41 Time limits for scheduling grievance conferences, issuing grievance
42 responses, and appealing to the next step may be extended by mutual
43 agreement.

44
45 Grievances involving like circumstances and facts affecting a group of
46 employees within the Bargaining Unit may, at the option of the Union, be filed as

1 a group grievance. Group grievances shall be so designated at the time of filing.
2 The group grievances shall, insofar as possible, identify all employees and/or
3 classifications and all work locations covered. No more than two (2) grievants
4 may appear without loss of pay or benefits to represent the group at any step of
5 the grievance procedure. This shall not restrict the right of the Union to have
6 necessary witnesses appear at Step Four (4).

7
8 A grievance shall state the issue involved, the relief sought, the date the
9 incident or violation took place, and the Section(s) of the Agreement involved.

10
11 Only related subject matters shall be covered in any one grievance. A
12 grievance may be amended at any time up to the conclusion of the Step
13 Three (3) conference on the basis of facts previously unknown.

14
15 If a grievance appeal or response is mailed, it shall be considered as within
16 the time limits if it is postmarked within the time limits.

17
18 At Step Two (2) and Step Three (3), up to two Union Representatives may
19 appear at any conference or hearing, without loss of pay or benefits, to represent
20 the grievant.

21
22 **SECTION 4. WITNESSES AND DOCUMENTS.**

23
24 At least ten (10) calendar days before a scheduled arbitration, the parties
25 shall exchange the names of witnesses each plans to call to testify.

26
27 The Employer agrees to release witnesses necessary for arbitration without
28 loss of pay or benefits. Whenever possible, witnesses shall be placed on call
29 and return to work upon completion of their testimony, in order to minimize time
30 lost from work.

31
32 Upon request, the parties shall receive documents or records which the other
33 intends to present at the arbitration.

34
35 Upon written request, the Union shall within a reasonable time receive
36 specific documents or records available from the Employer not prohibited by law,
37 and pertinent to the grievance at hand. Discretion permitted under the Freedom
38 of Information Act shall not be impaired by this Section.

39
40 **SECTION 5. RETROACTIVITY OF GRIEVANCE AWARDS.**

41
42 Settlement of grievances may or may not be retroactive as the equities of
43 the particular case may demand as determined by the Arbitrator. In any case
44 where it is determined that the award should be applied retroactively, except for
45 administrative errors relating to the payment of wages, the maximum period of

1 retroactivity allowed shall be a date not earlier than one hundred and eighty (180)
2 calendar days prior to the initiation of the written grievance.

3
4 **SECTION 6. EXCLUSIVE PROCEDURE.**

5
6 The grievance procedure set out in this Article shall only apply to and be
7 exclusive for all grievances permitted under Civil Service Rules and Regulations.
8 The grievance procedure set out above shall not be used for the adjustment of
9 any dispute for which the Civil Service Rules or Regulations require the exclusive
10 use of a Civil Service forum or procedure.

11
12 **SECTION 7. GRIEVANCE STEPS.**

13
14 In work locations where no Steward or Chief Steward is selected because
15 the small number or scattered distribution of Bargaining Unit employees in that
16 location does not warrant such selection, employees have the option of waiving
17 Step One (1) and Step Two (2) and may file grievances directly at Step Three
18 (3). In such cases, a Chief Steward, Steward, or Alternate Steward in the
19 jurisdictional area where the conference is to be held shall be released without
20 loss of pay or benefits to represent the grievant at Steps One (1), Two (2), or
21 Three (3).

22
23 Subject to the objection of the other party, a grievance may be filed at any
24 step of the grievance procedure if the issue is not capable of being settled at a
25 preliminary step. Grievances involving involuntary demotions, suspensions,
26 discharges, seniority, or layoff and recall actions, including recall of UI Examiners
27 to temporary appointments or expiration of said temporary appointments
28 pursuant to Article 13, Section 14 shall be filed directly at Step Three (3) of the
29 grievance procedure, except that grievances involving recall of UI Examiners to
30 temporary appointments or expiration of said temporary appointments pursuant
31 to Article 13, Section 14, shall be filed directly at Step Two (2). Grievances
32 involving scheduling and the return to furlough of permanent-intermittent
33 employees pursuant to Article 19, Section 3, shall also be filed directly at Step
34 Two (2).

35
36 Informal discussion of complaints between employees and/or Stewards and
37 supervisors is encouraged prior to filing of written grievances.

38
39 **Step One:** All grievances shall be presented within ten (10) weekdays of the
40 time the employee or the Union first became aware or, by the exercise of
41 reasonable diligence, should have become aware of the cause of such
42 grievance. The designated Management Representative shall meet with the
43 grievant(s) and his/her Union Representative and attempt to resolve the
44 grievance, and return a written response to the grievant(s) and his/her Union
45 Representative within ten (10) weekdays of receipt of the written grievance from
46 the grievant(s) or his/her Union Representative.

1 Step Two: If not satisfied with the Step One (1) answer, the grievance, to-be
2 considered timely, must be appealed to the designated Management
3 Representative within ten weekdays from receipt of the answer to Step One (1).
4 The designated Management Representative shall hold a grievance conference
5 to discuss and attempt to resolve the grievance and return a written response
6 within ten (10) weekdays of receipt of the written appeal from Step One (1). The
7 grievant and authorized Union Representative(s) may participate in such
8 conferences.

9
10 Step Three: If not satisfied with the Step Two (2) answer, the grievance, to
11 be considered timely, must be appealed to the Departmental Appointing Authority
12 or its designee within twenty-five (25) weekdays from receipt of the answer to
13 Step Two (2). The designated Management Representative shall hold a
14 grievance conference to discuss and attempt to resolve the grievance, and return
15 a written response within twenty-five (25) weekdays of receipt of the written
16 appeal from Step Two (2). The grievant and authorized Union Representative(s)
17 may participate in such conferences. The Union, at its discretion, may waive the
18 presence of the grievant at the Step Three (3) grievance conference.

19
20 Step Four: If not satisfied with the Employer's answer in Step Three (3),
21 only the Union may appeal the grievance to binding arbitration, within thirty-five
22 (35) weekdays of receipt of the Step Three (3) answer.

23
24 The appeal to arbitration will consist of a written notice to the Office of the
25 State Employer and the affected Department. Within ten (10) weekdays of the
26 receipt of the Union's notice, the Office of the State Employer shall request
27 arbitration in accordance with the procedures specified herein.

28
29 Within thirty days after approval of this Agreement the Union and the Office
30 of the State Employer shall simultaneously exchange the names of eight (8) labor
31 arbitrators (who are members of the National Academy of Arbitrators, or on the
32 American Arbitration Association, the Federal Mediation and Conciliation Service
33 or Michigan Employee Relations Commission Rolls). Each party shall then have
34 the right to strike five names from the other party's list. The remaining names
35 shall be the pool of arbitrators to be used for all grievances. Any arbitrator
36 nominated by both parties shall serve on the panel. Should a selected arbitrator
37 decline to serve on the panel, the party proposing the name may submit another
38 name of an arbitrator to be considered by the other party.

39
40 Once the panel is established the names will be listed in alphabetical order.
41 Assignments shall be in a rotational order.

42
43 The Office of the State Employer shall provide copies of the request for
44 arbitration to the affected Department and the Union. Each request for arbitration
45 shall require that the Arbitrator schedule and hold the hearing within sixty (60)
46 calendar days of receipt of the request for arbitration. The parties shall set aside

1 normal business in order to schedule and hold the hearing within this time frame.
2 By mutual written agreement, the parties may waive the sixty (60) calendar day
3 time limit. Upon receipt of notice from the Arbitrator that the sixty (60) calendar
4 day time limit cannot be met, the Office of the State Employer shall send a
5 second request for arbitration to the next Arbitrator on the list.
6

7 The Arbitrator will conduct the hearing in accordance with the Commercial
8 Arbitration Rules and Mediation Procedures of the Rules of the American
9 Arbitration Association (AAA), except as otherwise provided for in this Agreement
10

11 The Arbitrator's authority will be confined to the specific written provisions of
12 this Agreement. The Arbitrator shall have no authority to add to, subtract from,
13 modify, ignore, or otherwise amend any term of this Agreement and Civil Service
14 Rules or Regulations. The authority of the Arbitrator shall remain subject to and
15 subordinate to the limitations and restrictions on subject matters and personal
16 jurisdiction in the Civil Service Rules and Regulations.
17

18 Employees who can provide relevant and material testimony shall be
19 subject to subpoena by the Arbitrator.
20

21 Except as provided in the Civil Service Rules and Regulations, the
22 Arbitrator's ruling will be binding on both parties.
23

24 During January of each year the Union has the right to remove one
25 Arbitrator from the panel and the Office of the State Employer has the right to
26 remove one Arbitrator from the panel. The Union and the Office of the State
27 Employer will mutually agree upon the replacement Arbitrator(s).
28

29 Expedited Arbitration.

- 30 a. An expedited arbitration system shall be used for all appeals to
31 arbitration that involve the involuntary separation of an employee from
32 state employment.
33
- 34 b. The Arbitrator selected shall be requested to hear the case within forty-
35 five (45) calendar days of being assigned the case. By mutual written
36 agreement, the parties may waive the forty-five (45) calendar day time
37 limit. Upon receipt of notice from the Arbitrator that the forty-five (45) day
38 time limit cannot be met, the Office of the State Employer shall send a
39 second request for arbitration to the next Arbitrator on the list.
40
- 41 c. Briefs, if any, shall be filed simultaneously by the parties within fourteen
42 (14) calendar days of the last day of the arbitration hearing.
43
- 44 d. The decision of the Arbitrator shall be rendered within fourteen (14)
45 calendar days of the closing of the record. By mutual agreement, the
46 Arbitrator may issue a bench decision.

At the request of either party, including the State Employer, prior to a scheduled arbitration hearing, the parties shall convene a pre-arbitration conference. Such a conference will be for the purpose of clarifying and stipulating the issue(s) to be arbitrated, if possible; attempting to resolve the grievance; or for any other purpose mutually agreed to. Either party may propose a settlement of the disputed issue(s). If a settlement proposal is made, it shall be discussed and considered, but shall not be admissible at arbitration. The designated State Employer Representative, at his/her discretion, may participate in the conference. The party requesting a pre-arbitration conference shall make the request at least ten (10) weekdays prior to the scheduled hearing, unless mutually agreed otherwise in writing.

The expenses and fees of the Arbitrator and the cost of the hearings room, if any, excluding a court reporter if requested by only one of the parties, will be shared equally by the parties. If one party provides a copy of the transcript for the Arbitrator, they shall also provide a copy for the other party. Each party shall be responsible for the costs of its own representatives and witnesses. Any cancellation or rescheduling fees shall be the responsibility of the requesting party. In the event that both parties mutually request a cancellation or rescheduling, any associated costs shall be borne equally.

Upon mutual agreement of the parties, the services of a private umpire, arbitrator, the Federal Mediation and Conciliation Service, or the Michigan Employment Relations Commission may be used to resolve grievances at this step.

SECTION 8. ATTENDANCE AT GRIEVANCE CONFERENCES.

Attendance at and reasonable travel time to grievance conferences and arbitration by grievants and Union Representatives authorized by this Agreement shall be without loss of pay or benefits. Union Representatives outside classified employment may attend grievance conferences and hearings at the Union's discretion. Where more than one (1) Union Representative is present, the Union shall designate a chief spokesperson.

ARTICLE 10 MEETINGS

SECTION 1. LABOR-MANAGEMENT MEETINGS.

A. General.

Labor-Management Meetings shall be for the purpose of maintaining communications in order to cooperatively discuss and resolve problems of mutual concern to the parties. Items to be included on the agenda for such meetings are to be submitted at least seven (7) calendar days in

advance of the scheduled meeting dates unless mutually agreed otherwise. Appropriate subjects for the agenda are:

- (1) Administration of the Agreement;
- (2) General information of interest to the parties;
- (3) Expression of employees' views or suggestions on subjects of interest to employees of the Bargaining Unit; employee job enrichment; and
- (4) Involvement of employees in relevant work place matters including health, safety, and workplace cleanliness and maintenance matters relating to the Bargaining Unit employees; and
- (5) Improvement in the quality of work life for employees in the Human Services Support Bargaining Unit.

The parties shall be prepared for and have authority to address issues on the agenda, based upon information provided about the nature and background of the issues prior to the meeting.

Such meetings shall not be considered negotiations, nor shall they be considered as a substitute for the grievance procedure.

B. Representation.

The Union shall designate representatives to Labor-Management Meetings in accordance with this Section. For meetings in the UIA, the President shall be entitled to designate up to four (4) representatives who shall be employed in this Bargaining Unit. In all other departments, the Union shall be entitled to designate up to three (3) representatives who shall be employed in this Bargaining Unit. At least one such representative shall be employed in the relevant Department.

C. Scheduling.

Labor-Management Meetings shall be scheduled upon request of either party, but not more frequently than bi-monthly, except as may be mutually agreed on a case-by-case basis.

D. Pay Status of Designated Union Representatives.

Up to the limit established in this Article, properly designated Union Representatives to Labor-Management Meetings shall be permitted time off from scheduled work up to a maximum of eight (8) hours per meeting

1 for necessary travel and attendance at such meetings. Overtime and
2 travel expense are not authorized.

3
4 **SECTION 2. STATE EMPLOYER.**

5
6 As may be mutually agreed, the State Employer may meet with
7 representatives of the Union. Discussions at these meetings shall include, but not
8 be limited to, administration of the Agreement.

9
10 **SECTION 3. SPECIAL CONFERENCES.**

11
12 In the event that a situation arises which requires immediate discussion and
13 action, a Special Conference shall be convened between the parties within two
14 (2) weekdays.

15
16 **ARTICLE 11**
17 **HEALTH AND SAFETY**
18

19 **SECTION 1. GENERAL.**

20
21 The Employer shall make every reasonable effort to provide a safe and
22 healthful place of employment free from recognizable hazards.

23
24 **SECTION 2. PHYSICAL AND MENTAL HEALTH EXAMINATIONS.**

25
26 Whenever the Employer requires an employee to submit to a medical
27 examination or test, the Employer shall pay the entire cost of such services not
28 covered by health insurance programs, provided that the employee uses the
29 services selected by the Employer.

30
31 **SECTION 3. DAMAGE AND/OR LOSS OF PERSONAL EFFECTS.**

32
33 The Employer or insurance carrier will pay the cost of repairing or replacing
34 personal effects (possessions owned by an employee) damaged or lost in the
35 line of duty, in accordance with applicable laws and/or regulations of the State
36 Administrative Board in effect on the effective date of this Agreement, or as
37 subsequently improved.

38
39 **SECTION 4. SPACE FOR PERSONAL EFFECTS.**

40
41 Within budgetary and space limitations, the Employer shall provide secure
42 storage space for wearing apparel and personal property of an employee.
43 Details for providing such space shall be negotiated at the secondary level.

1 SECTION 5. PERSONAL INJURY.

2
3 When an employee, while on the job, has been assaulted, and when such
4 assault results in an injury which requires the employee's absence from work as
5 documented by a doctor's statement, the employee shall be placed on
6 administrative leave from the time of injury through the end of the seventh (7th)
7 calendar day subsequent to the assault. If an employee subsequently receives
8 Workers' Compensation payments covering the same period of time, the
9 employee shall turn over such Workers' Compensation payments to the
10 Appointing Authority.

11
12 The prevailing practice regarding the payment of medical costs connected
13 with such assault not covered by health insurance programs shall apply to
14 employees in the Bargaining Unit.

15
16 If an employee, when not on official duty, is assaulted as a result of carrying
17 out his/her official duties, the provisions of this Section shall apply.

18
19 SECTION 6. REHABILITATION.

20
21 The Union and the Employer recognize that less than satisfactory
22 performance can be a consequence of behavioral difficulties attendant to
23 physical, emotional or mental illness, substance abuse, or family and personal
24 conflicts. Without diminishing the Employer's right to discipline employees for
25 just cause, the Employer shall maintain existing Employee Services Programs
26 and/or advise employees relative to counseling and other reasonable or
27 appropriate rehabilitation services available to employees. Appropriate
28 consideration, prior to disciplinary determinations, shall be given to an
29 employee's involvement in such programs.

30
31 SECTION 7. BUILDING LEASES.

32
33 The Employer shall provide copies of all current and future leases for State
34 buildings to the Union.

35
36 SECTION 8. SECURITY GUARDS.

37
38 The Employer shall provide security guards at those work locations where it
39 is necessary to do so.

40
41 The parties agree that this subject shall be reopened for negotiations at the
42 request of either party with thirty (30) calendar days notice any time after three
43 (3) months after the effective date of this Agreement.

1 **SECTION 9. FIRST AID.**

2
3 It is the expressed policy of the Employer and the Union to cooperate to
4 promptly resolve health and/or safety problems in all work locations under the
5 Employer's control.

6
7 The Employer shall provide training to at least one (1) person at each work
8 location in the latest first aid techniques, including Cardiopulmonary
9 Resuscitation (CPR) training given by an American Red Cross or other approved
10 instructor.

11
12 The employer shall maintain at each work location first aid and universal
13 precaution supplies and equipment in accordance with American Red Cross or
14 other approved standards. Maintaining such supplies and equipment includes
15 keeping supplies restocked.

16
17 The telephone numbers of the local fire department, police department,
18 Emergency Medical Service (EMS) or municipal ambulance service, and other
19 appropriate services shall be prominently posted.

20
21 **SECTION 10. INSPECTIONS.**

22
23 Whenever an inspector or investigator from any local, State or Federal
24 governmental organization makes a safety or health inspection at a work
25 location, the Union shall be notified as much in advance as possible by the
26 Employer, inspector, or investigator. A local Union Representative, authorized by
27 the Union, shall be released from work without loss of pay or benefits to
28 accompany such inspector or investigator in his/her inspection. Such Union
29 official shall have full rights to ask questions and/or make appropriate statements
30 pertaining to the subject inspection.

31
32 **SECTION 11. CONFIDENTIALITY OF MEDICAL RECORDS.**

33
34 To assure strict confidentiality, only authorized representatives of the
35 Employer, or authorized Union Representatives, with the employee's written
36 permission, shall possess or have access to any employee medical records,
37 including sick leave affidavits, records prepared by a private physician,
38 rehabilitation facility, or other resource for professional assistance. The
39 employee shall submit medical records directly to the Appointing Authority. If the
40 employee is not aware of who the Appointing Authority is, they should contact
41 their Office of Human Resources to determine where their medical
42 documentation should be submitted.

1 SECTION 12. HEALTH AND SAFETY SUBCOMMITTEES.

2
3 A Health and Safety Subcommittee shall report on issues of health and
4 safety in accordance with Article 10, Section 1, at Labor-Management Meetings
5 at the Department/Agency level. The establishment and operational details of
6 such subcommittee shall be discussed at the Labor-Management Meeting.

7
8 The Employer and the Union agree to establish a joint Labor-Management
9 Committee, which may include other SEIU Local Unions, to review issues and
10 concerns regarding indoor air quality.

11
12 SECTION 13. EMPLOYEE SAFETY.

13
14 The Employer will notify the Union regarding any situation which presents
15 immediate danger to a Bargaining Unit employee, and such employee(s) shall be
16 either:

- 17
18 A. Relocated (temporary transfer) to another work location; or
19
20 B. Put on administrative leave until the work location has been made safe
21 and healthful; or
22
23 C. The Employer shall immediately correct the dangerous situation.

24
25 SECTION 14. EMERGENCY AND EVACUATION PLANS.

26
27 The Appointing Authority shall provide the Union with copies of all current
28 emergency and evacuation plans and shall also provide copies of such plans as
29 they are changed and/or updated.

30
31 Such plans shall be posted at all work locations.

32
33 SECTION 15. COMPLIANCE LIMITATIONS.

34
35 The Employer's compliance with this Article is coextensive with the
36 availability of funds required for such compliance. If the Employer is unable to
37 meet the requirements of any Section of this Article due to lack of funds, the
38 Employer shall make all reasonable effort to obtain the necessary funds.

39
40 SECTION 16. TELEPHONE HEADSETS.

41
42 Where telephonic headsets are utilized/required, employees will be
43 assigned their own telephone headsets which are high quality and effective for
44 employees, and will keep their own headsets within a work environment. When
45 an employee leaves a work environment, they will return their headset to
46 management, and will be assigned a reconditioned headset at the new work

1 environment. The reconditioned headset will include new earmuffs and a new
2 mouthpiece tube and which are high quality and effective for the employee(s).

3
4
5 **ARTICLE 12**
6 **SENIORITY**
7

8 **SECTION 1. BENEFIT SENIORITY.**
9

10 **A. Definition.**
11

12 For the purposes stated below, Benefit Seniority, also known as State
13 Employment Seniority, shall consist of the total number of continuous
14 service hours of an employee in the State classified employment. An
15 employee shall accrue no more than a maximum of eighty (80) hours in
16 a biweekly pay period. Benefit Seniority shall not be credited for time in
17 non-career appointments, for lost time, suspension, leave of absence
18 without pay, or layoff, except that school year employees in the
19 Department of Education shall receive continuous service credit for the
20 period of seasonal layoff.
21

22 **B. Application.**
23

24 Benefit Seniority (State Employment Seniority) as defined above shall be
25 used for:
26

27 **(1) Annual Leave Accrual.**
28

29 Employees shall accrue annual leave as stated in Article 22,
30 Section 15. If an employee leaves State employment and later is
31 rehired, she/he shall accrue annual leave at the same rate as a
32 new hire. However, once a rehired employee has been in pay
33 status for five (5) years, all previous service time shall be credited
34 for annual leave accrual.
35

36 **(2) Longevity Pay.**
37

38 Employees shall be entitled to receive longevity pay as stated in
39 Article 22, Section 25. If an employee leaves State classified
40 employment and later is rehired, she/he shall not receive longevity
41 pay until she/he has been in pay status for five (5) years. After five
42 (5) years, she/he shall receive all previous service time credit for
43 longevity pay.
44
45

1 (3) Retirement Credit.

2
3 Credit shall be in accordance with the current statutory
4 requirements.

5
6 Continuous service hours for annual leave, longevity pay, and
7 retirement credit shall be broken and/or bridged when an employee
8 leaves State classified employment in accordance with current
9 practice and statutory requirements. Military service hours shall be
10 counted up to five (5) years for Benefit Seniority.

11
12 SECTION 2. BARGAINING UNIT SENIORITY.

13
14 A. Definition.

15
16 Bargaining Unit Seniority shall be determined by the employee's most
17 recent date of hire to State classified employment, excluding military
18 time earned prior to State employment and/or service in any excepted or
19 exempted position in State government which preceded entry in State
20 classified service.

- 21
22 (1) An employee's Bargaining Unit Seniority shall be broken and not
23 bridged when the employee leaves State classified employment for
24 reasons of termination, separation, or voluntary quit.
25
26 (2) An employee who leaves State employment because of layoff,
27 suspension, or approved leave of absence shall have continuous
28 State classified employment bridged for the time of such absence
29 but only for a period of absence up to six (6) years.

30
31 B. Application.

32
33 Bargaining Unit Seniority shall be used for:

- 34
35 (1) Vacation Scheduling (Article 16);
36
37 (2) Assignment and Transfer (Article 14);
38
39 (3) Layoff and Recall (Article 13);
40
41 (4) Scheduling and Furlough (Articles 13 and 19);
42
43 (5) Hours of Work and Overtime (Article 15) and
44
45 (6) Such other purposes agreed to by the parties.
46

1 **SECTION 3. TIES IN BARGAINING UNIT SENIORITY.**

2
3 Ties in seniority shall first be resolved by:

- 4
- 5 A. Total hours served in the employee's current class series, except when
6 the tied employees are not employed in the same class series, such ties
7 shall be resolved by considering total hours served in the class series
8 into which the surplus or affected employee is attempting to bump.
9
- 10 B. Total hours served in the current class/level, except that when the tied
11 employees are not employed in the same class/level, such ties shall be
12 resolved by considering total hours served in the class/level into which
13 the surplus or affected employee is attempting to bump.
14
- 15 C. If a tie still exists, it shall be resolved by the last four (4) digits of the
16 employee's identification number, the higher number being more senior.
17

18 **SECTION 4. LIMITATIONS FOR PROBATIONARY EMPLOYEES.**

19

20 Probationary employees shall not be granted, and shall not exercise, any
21 seniority rights except as specified in this Agreement. Upon successful
22 completion of the initial probationary period, such employees shall receive credit
23 for the hours accumulated during the probationary period. Nothing in this Section
24 shall preclude the Agreement of the parties from granting limited seniority rights
25 to probationary employees in secondary level negotiations.
26

27 **SECTION 5. SENIORITY LISTS.**

28

29 A. Master Seniority List.

30

31 The Employer shall furnish to the Union in April and October, without
32 cost to the Union, a Master Seniority List of all employees in the
33 Bargaining Unit. This report shall contain process level (Department and
34 Agency), TKU, job code description (class and level), Bargaining Unit
35 Seniority, and continuous service hours of all employees on the payroll
36 on the preparation date. This report shall be provided in electronic
37 format. The Employer agrees to provide information to enable the Union
38 to use the electronic reports.
39

40 B. Layoff Unit Seniority Lists.

41

42 The Employer shall furnish to the Union, without cost to the Union,
43 during the first week of the first full pay period in April and October, a
44 Layoff Unit Seniority List by layoff unit, indicating the employees' names,
45 identification numbers, class/level, Bargaining Unit Seniority, continuous
46 service hours, TKU, work status, active and approved leave of absence

1 with expiration date of leave of absence, and whether the employee is
2 temporary, seasonal, or probationary. This report shall be provided in
3 electronic format. The Employer agrees to provide information to enable
4 the Union to use the electronic reports.

5
6 In the event the seniority list being used to implement a reduction in
7 force is different from the most recent seniority list provided to the Union
8 in accordance with this Subsection, upon request by the Union, the
9 Employer shall furnish without cost to the Union such list within a
10 reasonable period of time.

11
12 C. Recall Cards/Lists/Forms.

13
14 The Union shall have reasonable access to the Recall Cards/Lists. In
15 the event the Union intends to utilize the recall cards/lists/forms to
16 develop a recall list, the method and means by which the Union will
17 access the recall cards/lists shall be agreed upon by the parties.

18
19 The Employer shall keep recall cards/lists/forms on file for each
20 class/level for all employees covered by this Agreement which shall be
21 considered the official documents to be utilized by the Employer for
22 recalling Bargaining Unit employees. The recall cards/lists/forms shall be
23 kept in descending order of Bargaining Unit Seniority.

24
25 The right of access to the cards/lists/forms by the Union in no way
26 affects the Employer's right to implement the recall of Bargaining Unit
27 employees.

28
29 D. Errors.

30
31 Alleged errors in seniority which are reported shall be immediately
32 investigated and, if verified, corrected by the Appointing Authority within
33 fifteen (15) weekdays of verification.

34
35 **ARTICLE 13**
36 **LAYOFF AND RECALL**

37
38 SECTION 1. DEFINITIONS OF TERMS.

39
40 For purposes of this Article, the following definitions shall apply:

- 41
42 A. Primary Class is the highest class/level in which an employee has
43 status, unless demoted for reasons other than a bump, and from which
44 the employee is laid off.

1 An employee who has status in more than one class at an
2 equivalent level (as established by the Civil Service Classification
3 Bureau) to the primary class shall have the right to choose which
4 classification will become the primary class. The employee shall
5 designate his/her primary class the first time she/he is laid off after the
6 effective date of this Agreement.

7
8 B. Secondary Class is any class/level other than the primary class in which
9 an employee has satisfactorily completed a required probationary period
10 and any lower class/level in that same series.

11
12 C. Work Location is a building occupied in part or entirely by Bargaining
13 Unit employee(s), which may be comprised of separate entities. A work
14 location shall include its outstation offices regardless of county location.

15
16 D. Work Location Recall List (Layoff Unit in other than the UIA and WDA) is
17 a recall list for the work location(s) for which a laid-off employee has
18 made him/herself available.

19
20 In the UIA, work location recall information shall be maintained on recall
21 cards/lists in seniority order by class/level. In addition, a UIA employee
22 may make him/herself available for any UIA work location on a statewide
23 basis in a secondary class/level in which she/he has acquired status.

24
25 E. Statewide Recall List is a recall list for all Departments/Agencies.

26
27 F. Address of Record is the employee's address contained in the State's
28 human resources management network.

29
30 G. Probationary Employee is an employee who has not completed a
31 required initial probationary period.

32
33 H. Layoff units

34
35 Layoff Units for all Human Services Support bargaining unit members
36 shall be:

- 37
38 1. The work location.
39 2. The county.
40 3. Statewide.

41
42 SECTION 2. GENERAL LAYOFF INFORMATION.

43
44 The Union recognizes the right of the Employer to lay off employee(s),
45 including the right to determine the extent, effective date and length of such
46 layoff(s), for lack of funds, lack of work or reasons of administrative efficiency.

1 It is understood and agreed that any alternative to indefinite layoff contained
2 in this Article may be invoked in accordance with its terms.

3
4 The Employer will, when layoffs are being planned, inform the Union as
5 soon as practicable, which under normal circumstances is hereby deemed to be
6 not less than thirty (30) calendar days. In the UIA, such notice shall list the
7 classifications and number of Bargaining Unit positions by work location that the
8 agency intends to lay off. In the WDA, such notice shall include the
9 classifications and number of Bargaining Unit positions by work location that the
10 agency intends to lay off, 14 days in advance of such layoff or sooner if available.
11 Upon request by the Union, the Employer shall meet and discuss the potential
12 impact of layoff upon employees in the Bargaining Unit.

13
14 Layoff, bumping, and recall of an employee(s) shall be governed by the
15 provisions of this Article.

16
17 **SECTION 3. GENERAL LAYOFF PROCEDURES**

18
19 A. The Employer shall determine the location of positions and the number
20 of employees which are to be laid off by class/level. Preauthorized
21 levels in a class series shall be considered as one level. The Employer
22 shall then identify the least senior employee(s) at the work location
23 where the layoff(s) are to occur who will be laid off or given the option to
24 exercise their bumping rights as specified in Sections 5 and 6 of this
25 Article. Layoff shall be within the Layoff Unit as listed in Section 1, H.
26 Within a Layoff Unit, layoff shall be by seniority as defined in Article 12,
27 Section 2. Employees shall be laid off in least seniority order.

28
29 B. The Employer may lay off and recall out-of-line of seniority because of:

- 30
31 (1) Civil Service Commission approved selective certification, such as
32 manual communication skill, bilingual skill, etc.
33
34 (2) Maintaining an existing affirmative action plan in accordance with
35 applicable law and approved in advance by the State personnel
36 director.
37
38 (3) The exceptions listed in (1) above shall only be made where there
39 is a valid occupational requirement. The Employer shall give
40 concurrent written notice to the Union when it requests selective
41 certification for positions which require such valid occupational
42 requirements.

43
44 C. By definition, promotion to supervisor constitutes the beginning of a new
45 class/level series. All employees who were supervisors on February 17,
46 1981, shall keep their accumulated seniority for bumping purposes. After

February 17, 1981, no new seniority, accrued as a supervisor, shall count for bumping back down into the Bargaining Unit.

D. Non-exclusively represented employees who have status in a Bargaining Unit class/level shall not be entitled to bump into this Bargaining Unit until they have exhausted all non-exclusively represented bumping as provided under the Civil Service Rules and Regulations and Civil Service approved Departmental Employment Preference Plans. Non-exclusively represented employees who have not gained status in a Bargaining Unit class/level shall not be entitled to bump into this Bargaining Unit, except as provided in Subsection C above for supervisors. Employees in this Bargaining Unit shall not be entitled to bump into a position outside of this Bargaining Unit, and employees of other exclusively represented Bargaining Units shall have no right to bump into this Bargaining Unit unless the Union, the Employer, and the bargaining agent for such positions outside the Bargaining Unit, in their respective discretions, enter into an agreement to permit such inter-unit bumping, but then only in accordance with the terms of such trilateral agreement. Nothing herein shall be construed as an obligation for either the Employer or the Union to enter into such agreement with any party who is not a party to this Agreement.

E. No employee with status in his/her current class/level shall be laid off from the affected class/level until all employees without status in the affected class/level who are employed in the affected class/level are laid off.

SECTION 4. EMPLOYMENT PREFERENCE.

For the purpose of this Article, the Union President, Executive Vice President, Bargaining Unit Vice President, Secretary-Treasurer, and Recording Secretary shall be considered more senior than any other person in his/her class/level, in his/her Layoff Unit in this Bargaining Unit for the term of office; provided, however, that the officer is a member of this Bargaining Unit. In addition, a total not to exceed ten (10) Chief Stewards shall be considered as more senior than any other person in his/her class/level, in his/her jurisdictional area for purposes of this Article. Finally, one Steward at a work location shall be considered as more senior than any other person in his/her class/level in his/her work location for purposes of this Article.

Within sixty (60) calendar days of the effective date of this Agreement, the Union shall notify the Employer of the Chief Stewards' jurisdictional areas. In the event the Union intends to change the structure of jurisdictional areas for Chief Stewards, the Union shall notify the Employer in writing within fifteen (15) calendar days of the change. In the event a Chief Steward is employed in a Department/Agency other than the UIA and WDA, the Chief Steward shall be

1 considered as more senior than any other person in his/her class/level in his/her
2 layoff unit.

3
4 The Union shall furnish to the Employer in writing the names of the Officers,
5 designated Chief Stewards, and Stewards entitled employment preference and
6 the respective work location of each within sixty (60) calendar days after the
7 effective date of this Agreement. Any changes or additions thereto shall be
8 forwarded to the Employer by the Union in writing within fifteen (15) calendar
9 days of the change.

10
11 In no case shall a change in the designation of Officer, Chief Steward,
12 Steward, or jurisdictional area occur after the Employer has informed the Union
13 in writing of impending layoffs of Bargaining Unit employees as provided for in
14 Section 2 of this Article.

15
16 SECTION 5. LAYOFF PROCEDURE AND BUMPING IN THE UIA AND WDA.

17
18 A. Pre-designated Bump Card.

19
20 (1) Each employee in the Bargaining Unit is responsible for having on
21 file a pre-designated bump card listing his/her bumping options by
22 class/level and the work locations, in priority order, within the Layoff
23 Unit where the employee would accept a bump. Such prescribed
24 form shall include the following information:

25
26 a. Pre-designation of work locations within the Layoff Unit, in
27 priority order, to which the employee will accept a lateral bump,
28 which may include the employee's current work location. An
29 employee may, if she/he chooses, and if eligible, indicate a
30 choice to bump down into the current work location prior to
31 indicating choices for lateral bumps into the Layoff Unit.

32
33 b. Pre-designation of work locations within the Layoff Unit, in
34 priority order, to which an employee will accept a bump in
35 successively low levels within the class series or a former class
36 series, which may include the employee's current work location,
37 if the employee is not eligible to bump laterally into the pre-
38 designated work locations of his/her choice.

39
40 (2) Changes in bumping options and work location preferences may be
41 made four times each year. Changes will only be accepted on the
42 prescribed form during the following periods unless otherwise
43 provided in this Article:

44
45 December 1 - 15th,
46 March 1 - 15th,

June 1 - 15th, and
September 1 - 15th, of each year.

In the event the 15th falls during a weekend or on a holiday, the cards must be submitted by the first weekday following the 15th. These changes will apply to layoffs which are effective twenty (20) weekdays after the above due dates, respectively. In the event that the Employer receives no notification of a change, the most recent bumping designations will remain in effect until changed in accordance with the procedures outlined in this Section.

The Employer shall notify employees in the affected Layoff Unit within fifteen (15) calendar days from the date the decision is made to establish or close a work location.

- (3) Employees shall be given the opportunity to submit a new pre-designated bump card within a reasonable time of opening or closing of a work location. The Union shall be notified within seventy-two (72) hours from the date the decision is made to establish or close a work location. The Employer shall meet with the Union to discuss the time frames for submission of pre-designated bump cards.
- (4) The Employer shall give new employees, employees promoted, employees demoted for reasons other than a bump, employees transferred, or recalled employees a pre-designated bump card within five (5) weekdays of date of entrance on duty. An Employee shall submit his/her card within thirty (30) calendar days of entrance on duty.
- (5) If a continuing employee's work location is officially changed by the Employer, the employee may submit a change in his/her pre-designated bump card immediately. This change shall be effective for any layoff whose effective date falls after twenty (20) weekdays of the submission date of the pre-designated bump card, unless otherwise mutually agreed to by the parties.

A work location "officially changed by the Employer" shall include, but not be limited to, a change in work locations as a result of transfer, reassignment in accordance with Article 14 (Assignment and Transfer), and/or promotions or demotions for reasons other than a bump.

The Employer shall acknowledge receipt of each employee's designation of bumping options within twenty (20) weekdays after the due date. Employees shall be responsible for notifying the

Employer if they fail to receive the acknowledgement of the bumping change. The Employer shall provide to a designated Union Representative copies of the pre-designated bump cards received under the provisions described in Subsections A (1), (2), (3), (4), and (5) of this Section.

For purposes of this Article the pre-designated bump cards received by the Employer shall be considered the official documents to be utilized by the Employer for the layoff and bumping of Bargaining Unit employees. This right of the Union to receive copies of the pre-designated bump cards in no way affects the Employer's right to implement the layoff and bumping of Bargaining Unit employees.

B. Notice of Layoff/Bump.

The Employer shall give fourteen (14) calendar days written notice to employees of layoff or bump in accordance with the procedures for layoff and bumping in the UIA. The Employer shall furnish the Union President concurrent written notice of:

- (1) The name, employee identification number, Bargaining Unit Seniority, class title/level, and current work location of the employees scheduled to be laid off.
- (2) The name, employee identification number, class/level, current work location, the selection of work locations for bumping, and the new work location for those employees who are to change their work location as a result of a bump.
- (3) A list of vacant Bargaining Unit positions by class/level and work locations which were filled by the Employer as a result of a bump.

C. Bumping Procedure.

- (1) For purposes of this Article, the least senior position is defined as:
 - a. A vacant position which the Employer intends to fill; or
 - b. The position occupied by the least senior employee.
- (2) An employee may bump laterally into the least senior position at the employee's current work location if the employee has so indicated on his/her pre-designated bump card. If the employee's seniority does not allow a lateral bump in the current work location, she/he may bump to the least senior position at the next successively

1 lower levels within his/her current class series and his/her current
2 work location if the employee has so indicated on the pre-
3 designated bump card.

4
5 (3) Employees who have not opted to bump into lower levels at the
6 current work location as well as employees whose seniority does
7 not allow the bump in the current work location may bump laterally
8 within the Layoff Unit Bumping Pool. Bumping pool procedures are
9 as provided in Appendix I.

10
11 (4) If the employee's seniority or choice of work location does not
12 permit a lateral bump, the employee may bump into successively
13 lower levels within the Layoff Unit Bumping Pool.

14
15 (5) An employee may bump into a former class series at or below any
16 level in which the employee had satisfactorily completed a required
17 probationary period in accordance with the procedures outlined
18 above. The employee may exercise this right if she/he cannot
19 bump down into the current class series as specified above or if,
20 when bumping into a former class series, the employee would
21 receive a higher rate of pay than she/he would receive if such right
22 were not exercised.

23
24 (6) The provisions for bumping under this Subsection shall not permit
25 an employee to bump to a higher level.

26
27 (7) Employees scheduled for layoff or bump while on leave of absence
28 shall be informed in writing in accordance with this Subsection.

29
30 The vacant position resulting from the bump by an employee who is
31 on a leave of absence may be temporarily filled by the Employer in
32 accordance with the provisions of this Article.

33
34 (8) Any employee who is scheduled for layoff who fails or is unable to
35 bump shall be laid off. An employee seeking to bump into another
36 position must meet all requirements in accordance with Section 3.B
37 of this Article.

38
39 (9) If an employee notifies the Employer of the decision to bump and
40 later chooses to accept layoff, the Employer shall not be required to
41 re-compute the bumping chain.

42
43 (10) If there is an error in the administration of the system which leads to
44 improper layoff or bump, such action shall be promptly corrected
45 and the involved employee(s) made whole.

1 **SECTION 6. LAYOFF PROCEDURE AND BUMPING IN DEPARTMENTS**
2 **OTHER THAN UIA AND WDA.**

3
4 A. The Employer shall give fourteen (14) calendar days' written notice to
5 employees who are scheduled to be laid off. The notice shall indicate
6 whether the employee has the option of bumping and the class/level to
7 which the employee may elect to bump. This notice will include an
8 Employment Preference form which will allow the employee to designate
9 bumping preferences. The Employer shall furnish the Union President
10 concurrent written notice of the name, employee identification number,
11 seniority, class title/level, and current work location of the employee(s)
12 scheduled to be laid off.

13
14 For purposes of this Article, the least senior position is defined as:

- 15
16 (1) A vacant position which the Employer intends to fill; or
17
18 (2) The position occupied by the least senior employee.

19
20 B. Within seven (7) calendar days after receipt of notice of layoff, an
21 employee scheduled for layoff shall notify the Employer in writing, on the
22 Employment Preference form, of his/her decision to either accept layoff,
23 or if possible:

- 24
25 (1) Bump laterally into the least senior position in the Layoff Unit as
26 defined in Section 1.H, as designated on the Employment
27 Preference form, in the next lowest level and successively lower
28 levels thereafter, within his/her current class series. Positions in a
29 class series which contain patterned level changes shall be
30 considered to be the same class and level.
31
32 (2) The employee may bump into the least senior position in a former
33 class series in the Layoff Unit at or below any level in which the
34 employee had satisfactorily completed a required probationary
35 period. The employee may exercise this right if she/he cannot
36 bump down into the least senior position in the current class series
37 as specified above or if, when bumping into a former class series,
38 the employee would receive a higher rate of pay than she/he would
39 receive if such right were not exercised.
40
41 (3) The provisions for bumping under this Subsection shall not permit
42 an employee to bump to a higher level.
43
44 (4) An employee scheduled for layoff while on leave of absence shall,
45 within seven (7) calendar days of receipt of notification, inform the
46 Employer in writing of his/her decision to accept layoff or exercise

bumping rights in accordance with this Section. The vacant position resulting from the bump may be temporarily filled by the Employer in accordance with the provisions of this Article.

(5) Any employee who is scheduled for layoff who fails or is unable to bump shall be laid off. An employee seeking to bump must meet all requirements in accordance with Section 3.B of this Article.

(6) If there is an error in the administration of the system which leads to improper layoff or bump, such action shall be promptly corrected and the involved employee(s) made whole.

SECTION 7. BUMPING BY EMPLOYMENT TYPE.

Except as otherwise provided in Section 13, Temporary Appointment, an employee shall exercise bumping rights only within his/her same employment type. For purposes of this Article, employment types shall be permanent full-time, permanent part-time, permanent-intermittent, seasonal, or other employment types as agreed by the parties. (example: Permanent full-time employees bump only less senior permanent full-timers; permanent part-time employees bump only less senior permanent part-timers; seasonals bump only less senior seasonals.) A permanent full-timer, if unable to bump within his/her employment type, may bump a less senior employee occupying a temporary appointment in the employee's current layoff unit. At the expiration of the temporary appointment, the employee will then exercise his/her bumping rights in accordance with the provisions of this Article.

SECTION 8. PROBATIONARY EMPLOYEES.

Probationary employees shall be laid off before the layoff of non-probationary employees. Such employees shall be laid off in least seniority order and recalled in most seniority order.

SECTION 9. TEMPORARY LAYOFFS - EMPLOYER OPTION.

A. Application of Temporary Layoffs.

Temporary layoff may be used for situations involving:

- (1) Unanticipated losses of funding which the Department or Agency does not expect to obtain or make up within the temporary layoff period;
- (2) Natural disaster, lack of utilities, or civil disruption that makes premises at a work site inaccessible or unusable. Under these circumstances, temporary layoffs shall only occur after the

1 Compensation for Conditions of General Emergency provisions as
2 described in Article 22, Section 21, of this Agreement have been
3 utilized. Prior to the utilization of this option, the Employer will
4 discuss with the Union any alternatives to temporary layoffs.

- 5
6 (3) Other circumstances or events which the parties agree during the
7 term of this Agreement warrant a temporary layoff.
8

9 B. Implementation.

10
11 Temporary layoff shall not exceed six (6) calendar days. In such cases,
12 employees shall be laid off by inverse seniority order within class/level
13 and Layoff Unit or, in a circumstance where not all work sites in a Layoff
14 Unit are involved, by inverse seniority order within class/level and work
15 location.
16

17 C. Waiver.

18
19 An employee who is temporarily laid off shall not be entitled to any leave
20 balance payoffs, to bump to any other position, nor to be placed on any
21 recall list as a consequence of the temporary layoff.
22

23 In a circumstance where temporary layoff is being used for a reason
24 other than loss of funding, fourteen (14) calendar days' prior notice to the
25 employee shall not be required, but the maximum prior notice possible
26 under the circumstances should be provided.
27

28 SECTION 10. RECALL.

29
30 Work Location and Statewide Recall Lists shall be maintained by seniority
31 for each class/level. A laid-off employee shall have the right to have his/her
32 name placed on Work Location and Statewide Recall Lists for his/her primary
33 class/level and those secondary class(es) to which she/he will accept recall. To
34 be placed on recall lists, an employee shall give written notice to his/her
35 Appointing Authority as soon as possible, but within five (5) calendar days
36 subsequent to being laid off, except as provided in Article 16, Section 4.D. (2).
37 Recall from Work Location Recall Lists shall be in order of most seniority.
38

39 Non-exclusively represented employees who may be laid off but have prior
40 status in a Bargaining Unit class/level shall not be placed on Bargaining Unit
41 Work Location and/or Statewide Recall Lists/Cards in seniority order ahead of
42 Bargaining Unit employees.
43

44 During the period of layoff an employee shall have the right to have his/her
45 name added to the Work Location Recall List for any work location that had not
46 been previously designated by written notice to the Appointing Authority. The

1 right to be recalled to the newly added work location shall not become effective
2 until ten (10) calendar days after the written notice by the employee has been
3 received by the Appointing Authority unless otherwise agreed by the parties.
4

5 If there is an error in the administration of the system which leads to
6 improper recall, such recall shall be promptly corrected and the involved
7 employee(s) made whole.
8

9 Employees with recall rights shall be notified by the Employer within fifteen
10 (15) weekdays from the date the decision is made to establish or close a work
11 location.
12

13 Within sixty (60) days of the effective date of this Agreement, the Union and
14 the Employer will work jointly in the development of an updated layoff information
15 packet. The information will include explanations and appropriate forms for other
16 options provided under this Agreement, such as annual and/or sick leave
17 payoffs/freeze, insurance payments, recall cards, and change of address form(s).
18 Subject to available supplies, it is intended that this packet of information be
19 supplied to employees at the time they receive notice of layoff. In the event the
20 employee does not receive the packet at the time of notice for layoff, the
21 Employer shall forward the packet to the employee's mailing address on file at
22 the work location.
23

24 SECTION 11. RECALL FROM LAYOFF. 25

26 The provisions of this Section shall be applied subject to the exceptions
27 listed in Section 3.B of this Article.
28

29 Notice of recall may be verbal or by certified mail. Verbal notice of recall
30 must be directly with the employee; if not, the verbal notice of recall by the
31 Employer will be followed up by written notice, certified mail, return receipt
32 requested. In the event notice is by mail, it shall be sent to the employee at
33 his/her address of record by certified mail, return receipt requested.
34

35 If the Employer notifies the employee verbally and the employee refuses
36 recall, the Employer shall send written notice to the employee at his/her Address
37 of Record by certified mail, return receipt requested.
38

39 When the Employer intends to fill a vacancy by recall, subject to Article 14,
40 Section 4, the Employer shall recall the most senior employee who is on the
41 Work Location Recall List for that class/level. If no employee is on such Work
42 Location Recall List, the Employer shall recall from the Statewide Recall List for
43 that class/level. Recall from the Statewide Recall List shall be from among the
44 top three (3) names.
45

1 Recall lists shall not be combined with promotional or open competitive
2 registers for the purpose of providing the Employer with names.

3
4 The employee's right to recall shall exist for a period of up to six (6) years
5 from the date of layoff.

6
7 **SECTION 12. REMOVAL OF NAME FROM RECALL LISTS.**
8

9 If an employee accepts or refuses permanent recall or fails to respond
10 within five (5) weekdays from the verbal and/or mailing date notice of recall by
11 the Employer, his/her name shall be removed from the recall list. In addition,
12 his/her name shall be removed from recall lists as provided below:
13

14 A. An employee who accepts recall to his/her primary class/level shall be
15 removed from Work Location Recall Lists and the Statewide Recall List.
16

17 B. An employee who refuses recall to his/her primary class/level in a work
18 location shall be removed from that recall list. An employee who refuses
19 three (3) such opportunities for recall, after she/he has been laid off from
20 his/her primary class and prior to the expiration of his/her recall rights,
21 shall be removed from all Work Location and Statewide Recall Lists.
22 Two (2) or more recalls within a ten (10) calendar day period shall be
23 considered one (1) opportunity for this purpose.
24

25 An employee's name shall not be removed from Work Location
26 Recall Lists if the employee refuses recall because such employee is
27 certified as medically disabled or on active military duty.
28

29 C. An employee who accepts recall to a secondary class/level shall be
30 removed from all recall lists for such secondary class/level.
31

32 D. An employee who refuses recall to a secondary class/level in a work
33 location shall be removed from that recall list for such secondary
34 class/level. An employee who refuses three (3) such opportunities for
35 recall, after she/he has been laid off and prior to the expiration of his/her
36 recall rights, shall be removed from all recall lists for such secondary
37 class/level. Two (2) or more recalls within a ten (10) calendar day period
38 shall be considered one (1) opportunity for this purpose.
39

40 E. An employee's name shall not be removed from Work Location Recall
41 Lists if the employee refuses recall because such employee is certified
42 as medically disabled or on active military duty. An employee who
43 refuses or accepts recall to a primary or secondary class/level from a
44 Statewide Recall List shall be removed from such list.
45

- 1 F. An employee may by written notice to the Appointing Authority, without
2 penalty, remove his/her name from any recall lists on which his/her
3 name appears.
4

5 **SECTION 13. TEMPORARY APPOINTMENT.**
6

7 The Union recognizes the Employer's right to fill a position on a temporary
8 basis for reasons such as, but not limited to, filling in behind an approved leave
9 of absence, vacation, specially funded contractual positions, fluctuations/changes
10 in the workload, temporary promotions, transfers of continuing employees, and
11 the need for special job skills.
12

13 The expiration of a temporary appointment shall not be considered a layoff
14 for purposes of this Article; however, as long as they meet the conditions
15 provided in this Article, employees shall be able to bump at the expiration of the
16 temporary appointment as provided in this Section.
17

- 18 A. An employee (without continuing prior State employment) with status
19 acquired in a temporary appointment and separated because of the
20 expiration of that appointment may be reinstated within three (3) years in
21 any vacancy in any Department/Agency in the same class/level as that
22 from which the employee was separated. Such reinstatement may
23 precede employment of any person from a promotional list and any
24 person with less seniority on a recall list for such class/level.
25

26 Subsection A. above will not apply in the following.
27

- 28 B. When a continuing Bargaining Unit employee who has attained status in
29 a permanent position accepts a temporary appointment that is in the
30 Bargaining Unit under the same Appointing Authority or accepts a
31 temporary appointment to a non-exclusively represented position under
32 the same Appointing Authority, upon expiration of the temporary
33 appointment, the employee shall be returned to his/her former class/level
34 and work location which immediately preceded the temporary
35 appointment if such position is vacant; if not vacant, the employee may
36 exercise his/her bumping rights in returning to a position in the
37 Bargaining Unit at the class/level in the Layoff Unit which immediately
38 preceded the temporary appointment. A continuing employee who is
39 offered a temporary appointment shall have the conditions for return to
40 his/her former position explained in writing at the time such offer is
41 made.
42

- 43 C. Recall of employees to temporary appointments shall not be used to
44 avoid recalling employees on a permanent basis. Employees recalled to
45 a temporary appointment shall be eligible for all fringe benefits as

provided in Article 22 in accordance with the terms of each Section of the Article.

Employees may agree to be recalled by work location on a temporary basis when laid off. An employee will designate his/her work location choice(s) on a recall card/form if she/he is willing to accept recall to a temporary appointment. Temporary recall shall be on the basis of seniority. An employee may change his/her work location choice(s) according to Section 10 and Section 11.D of this Article on a quarterly basis, effective the first day of the calendar quarter. If a change is desired, such notice is to be given no later than ten (10) calendar days before the first day of the new calendar quarter. An employee who is working in a temporary appointment shall remain eligible for recall to a permanent position.

An employee who fails to accept temporary recall to a work location within five (5) weekdays from the notice of recall by the Employer shall be removed from that Work Location Recall List/Card/Form. Removal from the temporary recall list/card/form shall not affect the employee's place on a permanent recall list/card/form. An employee's name shall not be removed from the temporary recall list/card/form if the employee refuses recall because such employee is certified as medically disabled or on active military duty.

If the Employer is unable to reach the most senior employee on the temporary recall list/card/form, the Employer shall send the employee written notice to the Address of Record, certified mail, return receipt requested, and shall then contact the next most senior employee who has indicated agreement on his/her recall card/form to be recalled to a temporary appointment. The Employer shall explain that they were unable to reach the more senior employee and offer the position to the next most senior employee on a day-to-day basis pending a response from the senior employee within the five (5) weekday response period. The employee recalled under these conditions can be returned in seniority order to layoff at any time within the five (5) weekday response period with no bumping options.

Recall to a temporary appointment may be for a period not to exceed seven hundred twenty (720) consecutive work hours. Except as otherwise provided in this Subsection C, an employee whose temporary appointment expires shall be given five (5) weekdays' notice and will have no bumping rights. An employee whose appointment expires will be returned to layoff and his/her name returned to the Work Location Temporary Recall List. The expiration of such temporary appointment shall not be considered a break in service. Expiration of a temporary appointment and return to layoff shall constitute a new date of layoff

1 according to Article 13, Section 11 and for the purposes of Article 12,
2 Section 2. A (2).
3

4 All recalls to temporary appointments must be terminated prior to
5 any permanent employees in the same class being laid off in a work
6 location.
7

8 In the event recall to a temporary appointment under the same
9 Appointing Authority exceeds seven hundred twenty (720) consecutive
10 work hours, at the expiration of the appointment the employee shall
11 receive fourteen (14) calendar days' written notice of return to layoff, or
12 bump within the Layoff Unit of the temporary appointment in accordance
13 with the provisions of this Article. If the employee has the ability to bump
14 into a permanent position, the employee's name shall be removed from
15 all temporary recall lists/cards/forms. In addition, the employee's name
16 will be removed from recall lists/cards in accordance with Section 11 of
17 this Article. When the recall to a temporary appointment is to fill a
18 vacancy resulting from an approved leave of absence, at its expiration
19 the employee's name shall be replaced in seniority order on the recall list
20 utilized for the temporary appointment and the employee shall be
21 returned to layoff.
22

23 An employee who has been recalled on a temporary basis and who
24 later voluntarily separates from the position shall only retain recall rights
25 to a permanent position in his/her primary class/level. In order to retain
26 such recall rights, the employee shall be responsible for notifying, in
27 writing, within five (5) calendar days, the personnel office in the
28 employee's Department/Agency of his/her desire to retain such recall
29 rights. Failure to do so will result in the employee's name being removed
30 from all recall lists/cards.
31

- 32 D. Exception: All provisions of Subsection C above for temporary recall
33 shall apply to U.I. Examiners except as specifically provided in this
34 Subsection.
35

36 In the UIA, employees eligible for recall to the U.I. Examiner
37 8/9/E10 classification may agree to be recalled on a temporary basis
38 when laid off.
39

40 Employees eligible for temporary recall shall designate their work
41 location choices on a prescribed form to be developed by the Employer.
42 The Union shall have the opportunity to review and discuss the form
43 before distribution.
44

45 An employee available for temporary recall may change his/her
46 work location choice(s) on a quarterly basis effective the first day of the

1 calendar quarter. If a change is desired, such notice is to be given no
2 later than ten (10) calendar days before the first day of the new calendar
3 quarter.
4

5 Recall to a temporary appointment may be for a period not to
6 exceed one thousand forty (1,040) hours. Within a work location,
7 temporary appointments shall be expired in seniority order. An
8 employee whose temporary appointment expires shall be given a three
9 (3) weekday notice and will be returned to layoff. The first day of such
10 notice period is the day on which the notice is given. Expiration of a
11 temporary appointment and return to layoff shall constitute a new date of
12 layoff according to Article 13, Section 11 and for the purposes of Article
13 12, Section 2. A (2).
14

15 When an employee in a temporary appointment has accumulated
16 approximately nine hundred twenty (920) hours in his/her appointment,
17 Management shall attempt to project the remaining length of the
18 appointment. If after Management review, a temporary appointment is
19 expected to exceed one thousand forty (1,040) consecutive work hours,
20 the Employer will establish a permanent position in that work location,
21 except when the temporary appointment is to fill in behind an approved
22 leave of absence or if a reduction in force is pending at the work
23 location. Such vacancy will be filled in accordance with contractual
24 provisions. The employee holding the temporary appointment may be
25 continued beyond one thousand forty (1,040) hours until the permanent
26 vacancy has been filled in accordance with the provisions of this
27 Agreement. In that event, the employee in the temporary appointment
28 shall receive a five (5) weekday notice and shall be returned to layoff.
29 The first day of such notice period is the day on which the notice is
30 given.
31

32 When the Employer intends to fill a temporary vacancy in a work
33 location, the Employer shall recall the most senior employee on the
34 Temporary Recall List/Card for that work location who is not working in a
35 Bargaining Unit position. If the Employer is unable to reach the most
36 senior employee on the Temporary Recall List/Card, the Employer shall
37 send the employee written notice to the Address of Record by certified
38 mail, return receipt requested.
39

40 An employee who fails to accept recall to a temporary appointment
41 within the five (5) weekdays from the notice of recall by the Employer
42 shall be removed from the Temporary Recall List/Card for that work
43 location. The employee shall remain on the Temporary Recall List/Card
44 for all other work locations the employee has listed. During the five (5)
45 weekday response period, the Employer may elect to schedule a

1 permanent-intermittent employee while waiting for the most senior
2 employee to respond.
3

4 If the Employer schedules a permanent-intermittent employee, the
5 Employer shall explain to the permanent-intermittent employee that they
6 were unable to reach the most senior employee on the Temporary
7 Recall List/Card, and offer the assignment to the permanent-intermittent
8 employee on a day-to-day basis, pending a response from the most
9 senior employee within the five (5) weekday response period. If the
10 most senior employee accepts the position within the five (5) weekday
11 response period, the permanent-intermittent employee will be
12 furloughed. If the most senior employee fails to respond or refuses the
13 appointment, the Employer shall recall the next most senior employee on
14 the Temporary Recall List/Card who is not working in a Bargaining Unit
15 position. If the Employer decides not to continue the temporary position,
16 the next most senior employee will not be recalled and the permanent-
17 intermittent employee will be furloughed.
18

19 The Employer shall furnish to the Union without cost on a
20 quarterly basis a Temporary Recall List of all employees who have
21 agreed to be recalled to temporary appointments. The Temporary
22 Recall List shall contain the following information: the employee's name
23 in seniority order, social security number, employee identification
24 number, date of hire, and TKU number of all work locations to which the
25 employee is willing to accept temporary recall.
26

27 **SECTION 14. EXCEPTIONS.**
28

29 Layoff and recall shall be in accordance with procedures set forth in this
30 Article except for:
31

- 32 A. Seasonal layoff of seasonal employees; or
33
34 B. School year employees at institutions and schools during recesses in
35 the academic year and/or summer; or
36
37 C. Permanent-Intermittent employees.
38

39 The layoff of an employee under A, B, and C above shall be by class/level in
40 order of least seniority. Recall of such an employee shall be by class/level in
41 order of most seniority. Seniority for such an employee shall only apply for
42 purposes of layoff and recall against other employees similarly situated within the
43 layoff units listed in Section 1, H.
44
45

1 SECTION 15. LAYOFF AND RECALL INFORMATION TO UNION.

2
3 The Employer shall provide to the Union President copies of seniority list(s)
4 which are used to determine the employees who are to be laid off. The Employer
5 shall provide to the Union President or his/her designee access to recall
6 cards/lists as provided for in this Agreement.

7
8 SECTION 16. VOLUNTARY LAYOFFS.

9
10 Voluntary layoffs shall be a subject of secondary negotiations.

11
12 **ARTICLE 14**
13 **ASSIGNMENT AND TRANSFER**

14
15 SECTION 1. DEFINITIONS.

- 16
17 A. Seniority - Bargaining Unit seniority as defined in Article 12, Section 2,
18 except that (1) probationary employees and (2) employees in less than
19 satisfactory status shall not be eligible to exercise seniority rights under
20 this Article.
21
22 B. Vacancy – A new or unfilled permanent position which the Appointing
23 Authority has determined shall be filled. A position from which an
24 employee has been laid off is not a vacancy.
25
26 C. Transfer - The filling of a vacancy at the employee's request.
27
28 D. Assignment - The designation of job duties by the appropriate Manage-
29 ment Representative.
30
31 E. Work Location- is a building occupied in part or entirely by a Bargaining
32 Unit employee(s), which may be comprised of separate entities. A work
33 location shall include its outstation office regardless of county location.
34
35 F. Work unit – Each work unit shall be identified by the Union and Employer
36 and placed on a list, which will be included as a part of the transfer form
37 from which desired units can be selected.
38

39 SECTION 2. RIGHT OF ASSIGNMENT.

40
41 Except as provided in this Article, the Appointing Authority shall have the
42 right and responsibility to assign employees in this Bargaining Unit.

43
44 SECTION 3. TRANSFER.

1 The provision on transfer within a work location to a different work unit
2 within the UIA shall become effective not later than six (6) months after the
3 effective date of this Agreement. The Appointing Authority shall establish and
4 maintain transfer lists for permanent, permanent-intermittent, and limited term-
5 intermittent positions respectively which shall be based on Bargaining Unit
6 Seniority. An employee shall request transfer by notifying the Appointing
7 Authority in writing, with a copy to the Union, of the work location(s), work unit(s)
8 as designated to which the employee desires a transfer. Transfer requests
9 received during the window periods of March, June, September, and December
10 will have an effective date of the first calendar day of the month after the window
11 period. If an employee who currently has a transfer request on file submits
12 another request during a window period, the previous transfer request will remain
13 in effect until the end of the window period. The new request will take effect the
14 first calendar day of the month after the window period.

15
16 If an employee accepts a transfer, she/he may submit another transfer
17 request during the window period after twelve months have elapsed from the
18 effective date of the transfer. If the twelve months would elapse during a window
19 period, a transfer request may be submitted during said window period. For
20 example, if an employee transfers with an effective date from July 1 through
21 September 30, 2003, she/he may submit a new transfer request in September
22 2004, which will become effective October 1, 2004.

23
24 An employee who has accepted a transfer shall not be eligible for another
25 transfer for a twelve (12) month period from the effective date of the transfer,
26 except when an unforeseen circumstance creates a clearly identifiable hardship,
27 or when an employee has been bumped or recalled to another work location.

28
29 For purposes of this Subsection, hardship means a documented health
30 condition of an employee or an employee's immediate family (defined as spouse,
31 children, parents, or spouse's parents) requiring the employee's presence or
32 availability in another location for an extended period of time. All hardship
33 transfer requests shall be in writing to the employee's Appointing Authority and
34 clearly set forth the circumstances of the hardship. Such transfer may be given
35 priority over other voluntary transfer requests. The Union agrees that the
36 approval of such hardship transfer by the Appointing Authority shall not be
37 grievable if done in accordance with the provisions of this Subsection.

38
39 When the Employer plans the opening of a new work location, an
40 announcement shall be circulated and posted in order for employees to be
41 allowed to bid on jobs at such location by seniority.

42
43 An employee shall be able to make himself/herself available for transfer to
44 up to five (5) work locations or work units during any one of the months listed
45 above. If an employee declines a transfer to a work location which she/he had
46 requested, the Appointing Authority may remove the employee from the transfer

1 list for such location by giving the employee written notice. An employee may at
2 any time remove his/her name from the transfer list for a work location previously
3 designated.

4
5 Transfers within a Department or Agency shall take preference over transfers
6 between Departments or Agencies.

7
8 If office(s) are reduced as the result of a new office being opened, vacancies
9 shall be filled by selecting from the three most senior volunteers for each
10 vacancy or involuntary reassignment by inverse seniority. Employees shall be
11 eligible to request transfer within their current class/level or to a class/level in
12 which they have status, or to a class/level for which they meet the requirement
13 under Civil Service classification standards, by seniority, subject to the following:

14
15 A. The Employer shall not be required to consider an employee whose most
16 recent service rating is less than satisfactory; or who has received a
17 written counseling, reprimand or a disciplinary suspension as defined in
18 Article 17 Section 5 of this Agreement.

19
20 B. Availability without undo delay excluding authorized sick leave for less
21 than two weeks and approved annual leave;

22
23 C. Selective certification requirements or valid occupational requirements;
24 and

25
26 D. Affirmative action considerations in accordance with applicable law and
27 when approved in advance by the State Personnel Director.

28
29 Probationary employees may not be permitted to transfer within the current
30 class/level if the Employer determines they are not qualified to perform the work,
31 but such employees shall be permitted to transfer within such class/level upon
32 completion of their probationary period. The Employer shall not be required to
33 hold a vacancy available until an employee completes his/her probationary
34 period. Probationary employees who are determined qualified to perform the
35 work may transfer only if there are fewer than three Bargaining Unit employees
36 with status in the class/level on the transfer list for that work location. If more
37 than one probationary employee is on the transfer list for the same work location,
38 the employee with the highest number of hours in the class/level shall be most
39 senior. If one or more ties still exist, they shall be resolved by the last four (4)
40 digits of the employee's identification number, the highest number being most
41 senior.

42
43 The Union President, Chief Stewards and Stewards shall not be
44 involuntarily moved from one work location to another (except as provided in
45 Section 5 of this Article).

1 **SECTION 4. FILLING VACANCIES.**

2
3 **A. Procedure.**

4
5 An original vacancy shall be filled by the transfer of one of the three most
6 senior qualified employees who have applied for such transfer subject to
7 Section 3 of this Article. If there are fewer than three employees on the
8 applicable transfer list, the Employer may check the appropriate recall
9 list and consider both transfer and recall names. Such transfer requests
10 shall take priority over recall, except that a transfer request from an
11 employee who meets the requirements for a class/level under Civil
12 Service classification standards will be honored only if there are no
13 names on the appropriate recall list. However, during a reduction in
14 force, bumping shall take priority over transfer.

15
16 Priority over transfer under Section 3 shall be given, in declining
17 order, to disciplinary transfers and voluntary demotions, provided the
18 employee seeking demotion has had satisfactory status in the class/level
19 and no disciplinary action is pending against the employee. All subse-
20 quent vacancies shall be filled at the Employer's option consistent with
21 other provisions of this Agreement and/or Civil Service Rules and
22 Regulations.

23
24 **B. Transfer Expenses.**

25
26 Employees transferring under the provisions of this Article shall not be
27 eligible for reimbursement of moving or travel expenses. In the case of
28 involuntary reassignment, the Employer may reimburse employees for
29 moving expenses in accordance with applicable procedures and policies
30 of the Civil Service Commission and the Department of Technology,
31 Management and Budget.

32
33 Employees shall be released without loss of privileges or benefits to
34 participate in interviews scheduled by the Employer for purposes of this
35 Article.

36
37 **SECTION 5. REASSIGNMENT IN THE UIA.**

38
39 The following language of Section 5 will apply only if and only when the
40 Unemployment Insurance Agency has returned to a network of statewide branch
41 offices to carry out its mission.

42
43 All reassignments, assignments and transfers of Bargaining Unit employees
44 in the UIA will comply with this Article and Section.

1 Reassignment is the permanent assignment of employees to another work
2 location. When the Employer determines that, in order to accomplish its mission,
3 it is necessary to reassign employees from one work location to another to
4 correct a staffing imbalance between work locations under circumstances where
5 there is not a vacancy which the Employer is able to fill and the reassignment is
6 not governed by a specific procedure in the collective bargaining Agreement, the
7 Employer shall use the procedure described in Subsections A through C below.

8
9 Where the reassignment is governed by a specific procedure described in
10 the collective bargaining Agreement, including but not limited to Article 14,
11 Section 3 Transfer; Article 14, Section 4 Filling Vacancies; Article 14, Section 6
12 Exchange Reassignment and Article 14, Section 8 Detailing.

13
14 When the Employer intends to utilize the procedures in Subsections A
15 through C below, the Employer shall give the Union reasonable prior notice
16 before the Employer's final determination of sending work locations is made and
17 shall meet with the Union to discuss the details of such action, including the data
18 upon which the Employer bases the designation of sending work locations. Such
19 data will take into consideration the cyclical nature of the work and may include
20 the work load, scheduling systems, the types of positions affected by reassign-
21 ment, and current staffing data.

22
23 A. The Employer shall first reassign to one or more work locations (the
24 receiving work locations) designated by the Employer those employees
25 in the appropriate class/level in work locations designated by the
26 Employer as sending work locations, as outlined above, whose names
27 are on the transfer lists provided in Article 14, Section 3 for the receiving
28 work locations. If the number of transfer names exceeds the number
29 needed, employees shall be selected from the three most senior for
30 each transfer needed.

31
32 B. If an insufficient number of employees is available on transfer lists under
33 Subsection A above, the Employer shall seek volunteers by class/level
34 at the sending work location(s) as outlined above. If the number of
35 volunteers exceeds the number needed, volunteers shall be selected
36 from the three most senior for each volunteer needed.

37
38 C. If an insufficient number of employees is available under Subsections A
39 and B above, the Employer shall reassign employees from the sending
40 work locations as outlined above to the receiving work location(s) by
41 class/level in inverse seniority order.

42
43 (1) Employees who are involuntarily reassigned pursuant to this
44 Subsection shall receive at least fourteen (14) calendar days'
45 written notice. The Union shall be notified concurrently.
46

- (2) The Employer shall not involuntarily reassign any employee who has been involuntarily reassigned within the immediately preceding twelve (12) month period.
- (3) The Employer may only involuntarily reassign employees to a work location within a reasonable commuting distance.
- (4) Probationary employees may not be included in the reassignment if the Employer determines they are not qualified to perform the work, but such employees shall be included in any reassignment for such class/level upon completion of their probationary period.
- (5) Exceptions to reassignment by least seniority shall be made where such reassignment would cause a clearly identifiable hardship to the employee. For purposes of this Subsection, hardship means a documented health condition of an employee or an employee's immediate family (defined as spouse, children, parents, or spouse's parents) requiring the employee's presence or availability in the current location for an extended period of time.
- (6) Employees who are involuntarily reassigned shall have the option of declining the reassignment within seven (7) calendar days of receiving the fourteen (14) calendar day notice of reassignment. Employees who exercise this option will then receive a seven (7) calendar day written notice of layoff, shall be laid off, and shall have no bumping rights. These laid off employees shall have the right to have their names placed on work location and statewide recall lists pursuant to Article 13, Section 11.

SECTION 6. REASSIGNMENT IN THE WDA

This provision applies only in the WDA. Reassignment is the permanent assignment of employees to another work location. Whenever the employer determines that, in order to accomplish its mission, it is necessary to reassign employees from one work location to another to correct a staffing imbalance between work locations under circumstances where there is not a vacancy which the employer is able to fill and the reassignment is not governed by a specific procedure in the collective bargaining agreement, the employer shall use the following procedure.

Before making an involuntary reassignment between work locations, the Employer shall seek volunteers in the class/level at the work location from which the reassignment is to be made, and shall select from the three most senior qualified volunteers. If there are insufficient volunteers, the Employer will reassign the least senior qualified employee who has not been reassigned between work locations within the immediately preceding twelve (12) month

1 period. The Employer may only involuntarily reassign employees to a work
2 location within a reasonable commuting distance.

3
4 Probationary employees may not be included in the reassignment if the
5 Employer determines they are not qualified to perform the work, but such
6 employees shall be included in any reassignment for such class/level upon
7 completion of their probationary period.

8
9 Employees who are involuntarily reassigned shall receive at least fourteen
10 (14) calendar days written notice. The Union shall be notified concurrently.
11 Upon request by the Union, the Employer will meet to discuss the reassignment.
12 Exceptions to reassignment by least seniority shall be made where such
13 reassignment would cause a clearly identifiable hardship to the employee. For
14 purposes of this Subsection, hardship means a documented health condition of
15 an employee or an employee's immediate family (defined as spouse, children,
16 parents, or spouse's parents) requiring the employee's presence or availability in
17 the current location for an extended period of time.

18
19 Employees who are involuntarily reassigned shall have the option of
20 declining the reassignment within seven (7) calendar days of receiving the
21 fourteen (14) calendar day notice of reassignment. Employees who exercise this
22 option will then receive a seven (7) calendar day written notice of layoff, shall be
23 laid off, and shall have no bumping rights. These laid off employees shall have
24 the right to have their names placed on the work location and statewide recall
25 lists.

26 27 SECTION 7. EXCHANGE REASSIGNMENT.

28
29 Nothing in this Article shall preclude the Employer from having the right to
30 reassign an employee within his/her classification to another work location and/or
31 work unit and to make in conjunction therewith a direct exchange reassignment
32 in the following situations:

- 33
- 34 A. Where an employee has been disciplined and the circumstances of the
35 disciplinary action indicate that the employee should be reassigned,
36 consideration shall be given to moving the employee to a vacancy if one
37 exists.
 - 38
 - 39 B. When an employee requests a transfer and the Employer agrees that
40 transfer would be in the mutual interest of both parties.
 - 41
 - 42 C. Employees who are at the same class/level shall be allowed to
43 exchange positions between work locations and/or work units when the
44 Appointing Authority finds that such exchange can be accommodated.
45 Such exchange shall be allowed upon the mutual agreement of the
46 employer and the employees who are parties to the exchange. If a

1 proposed exchange is not approved, the Appointing Authority shall
2 advise the affected employees of the reasons for non-approval and
3 afford the Union an opportunity for discussion. If a requested exchange
4 is not approved, such action is not grievable.

5
6 Whenever the Employer makes a direct exchange reassignment pursuant to
7 Subsections A and B above, the Employer will first seek a volunteer for the direct
8 exchange from the assignment location to which the direct exchange
9 reassignment is to be made. If there is no qualified volunteer at the assignment
10 location to which the employee is to be reassigned, the least senior employee in
11 the particular class at such assignment location shall be selected for the direct
12 exchange reassignment. At the option of the Employer, a probationary employee
13 may be utilized for direct exchange reassignment and consideration for such use,
14 while not mandatory, is encouraged.

15
16 SECTION 8. DETAILING.

17
18 Detailing is the temporary short-term assignment of employees to another
19 work location. When the Appointing Authority decides that it is necessary to
20 detail employees for longer than three (3) consecutive work days in order to
21 accomplish the mission of the agency, the Appointing Authority shall first ask for
22 volunteers at the work location from which such detailing is to take place. In
23 evaluating employees who are to be selected for detailing, the Appointing
24 Authority shall take into account the needs of both the sending and the receiving
25 office, and the class(es)/level(s) of the employees needed for detailing. The
26 Appointing Authority shall then detail from among the three most senior qualified
27 volunteers in seniority order. In the event that there is an insufficient number of
28 volunteers, the Appointing Authority shall assign employees by class/level to be
29 detailed in inverse seniority order. Seniority will not be considered for detailing
30 assignments of three (3) consecutive workdays or less. For purposes of detailing
31 in inverse seniority order, the Union President, Officers, Chief Stewards, and
32 Stewards shall be considered most senior. Among such Union officials, the
33 Steward shall be most senior, followed by the Chief Steward, Union Officer, and
34 Union President.

35
36 For purposes of this Section, preauthorized classes and levels shall not be
37 combined when the Appointing Authority determines the mix of those
38 class(es)/level(s) which are to be detailed.

39
40 Probationary employees may not be included in the detailing if the Employer
41 determines they are not qualified to perform the work, but such employees shall
42 be included in any detailing for such class/level upon completion of their
43 probationary period.

44
45 In the UIA and WDA, exceptions to detailing by least seniority where such
46 detailing would cause a valid hardship to the employee shall be subject to review

on a case-by-case basis in accordance with current practice. In other Departments, until guidelines for such exceptions are established and agreed upon through secondary negotiations, current practice in regard to exceptions to detailing shall continue.

SECTION 9. OUTSTATION.

The assignment of staff to a workstation which is located at a facility other than the work location (i.e., an outstation) shall be in accordance with the provisions for detailing as stated above, except that in the event there is an insufficient number of volunteers, the Appointing Authority shall assign qualified employees by class/level in least seniority order. Exceptions to such assignment because of a clearly identifiable hardship shall be made in accordance with Section 5.C (5) of this Article.

ARTICLE 15 **HOURS OF WORK AND OVERTIME**

The provisions of Sections 1, 2, 3, and 4, of this Article shall not apply to permanent-intermittent employees.

SECTION 1. BIWEEKLY WORK PERIOD.

The work period is defined normally as eighty (80) hours of work normally performed within the fourteen (14) consecutive calendar days which coincide with current biweekly pay periods.

SECTION 2. WORK DAYS.

The work day shall consist of an assigned shift within twenty-four (24) consecutive hours commencing at 12:01 a.m. Employees shall normally work eighty (80) hours in a bi-weekly work period separated by a minimum of one period of at least 48 consecutive hours off.

SECTION 3. WORK SHIFT.

The work shift shall normally consist of eight (8) consecutive work hours which may be interrupted by a meal period. For purposes of this Article, the following work shifts are defined:

Day Shift – Starts between 5:00 a.m. and 1:59 p.m.

Afternoon Shift – Starts between 2:00 p.m. and 9:59 p.m.

Evening Shift – Starts between 10:00 p.m. and 4:59 a.m.

1 **SECTION 4. WORK SCHEDULES.**

2
3 Consistent with program needs, employees may be assigned to work
4 rotating or relief shifts.

5
6 Work schedules are defined as an employee's assigned shift, work days,
7 and days off. Schedules not maintained on a regular basis shall be established
8 as far in advance as possible, but at least fourteen (14) calendar days prior to the
9 beginning of the pay period to be worked.

10
11 Temporary changes in scheduled shifts may be made no less than ninety-
12 six (96) hours prior to the beginning of the pay period to be worked. Any other
13 changes in scheduling may be made no less than forty-eight (48) hours prior to
14 the beginning of the pay period to be worked.

15
16 Any changes in scheduling shall be confirmed in writing to the employee
17 and the Union. However, no such temporary scheduled shift changes shall be
18 made without first discussing the proposed changes with the Union, if the
19 proposed change would affect more than fifty percent (50%) of the employees in
20 a given class/level at any one work location.

21
22 The work schedule of the employee shall not be altered within the biweekly
23 work period solely to avoid premium overtime. Any change in work schedule not
24 in compliance with this Section shall result in compensation for hours worked
25 outside the regularly scheduled shift at one and one-half (1½) times the
26 employee's regular rate of pay for those employees eligible for overtime credit.
27 Scheduling changes necessitated by requests initiated by employees shall be
28 exempt from the one and one-half (1½) time compensation required by this
29 Section. Employees may voluntarily agree, without premium rate penalty to the
30 Employer, to changes in the work schedules.

31
32 For employees in offices which regularly work a standard eight (8) hour day,
33 five (5) day week, changes in shifts shall be handled by the Employer first
34 seeking qualified volunteers in seniority order. In the event that there is an
35 insufficient number of volunteers, the Employer shall assign qualified employees
36 on an inverse seniority basis.

37
38 **SECTION 5. MEAL PERIODS.**

39
40 Work schedules shall provide for the work day to be broken at
41 approximately mid-point by an unpaid meal period of not less than thirty (30)
42 minutes. This shall not preclude work schedules which provide for an eight (8)
43 hour work day, inclusive of a meal period. The Employer may reasonably
44 schedule meal periods to meet operational requirements. Those employees who
45 regularly receive an unpaid meal period, and are required to work or be at their

work assignments and are not relieved for such meal periods, shall have such time treated as hours worked for the purpose of computing overtime.

SECTION 6. REST PERIODS.

There shall be one (1) rest period of fifteen (15) minutes during each four (4) hours worked on a regular shift. The Employer retains the right to schedule employees' rest periods and to occasionally shorten such periods to fulfill emergency operational needs. Rest periods shall not be accumulated and, when not taken, shall not be the basis for any additional pay or time off. If an employee works two (2) consecutive hours of overtime which is contiguous to their regular working hours, she/he will receive another rest period.

SECTION 7. CALL BACK.

Call back is defined as the act of contacting an employee at a time other than regular work schedule and requesting that the employee report for work and be ready and able to perform assigned duties. Employees who are called back and whose call back time is contiguous to their regular working hours will be paid only for those hours worked. Employees who are called back and whose call back hours are not contiguous with their regular working hours will be guaranteed a minimum of four (4) hours' compensation. Call back time will be paid at the premium rate, provided that the called back employee has worked more than eight (8) hours in that day or forty (40) hours in that calendar week work period.

In the event the Employer intends to implement on-call provisions, the Employer shall notify the Union and bargain over such conditions of employment.

SECTION 8. ALTERNATIVE WORK PATTERNS.

The Appointing Authority may establish work schedules other than eight (8) hours per day, five (5) days per week. If such work schedule(s) are established, the Employer shall first seek volunteers. If there is an insufficient number of volunteers, assignment to such schedule(s) shall be by inverse seniority. Exceptions to voluntary assignment may be agreed to by the parties.

SECTION 9. DEFINITIONS.

A. Overtime.

Overtime is authorized time that an eligible employee works in excess of eight (8) hours in a day or forty (40) hours in a calendar week work period. For an employee on an alternate work schedule pursuant to Section 8, overtime is authorized time worked in excess of the regular work day or forty (40) hours in a calendar week work period.

1 B. Regular Rate.

2
3 The employee's prescribed hourly rate of pay, including any applicable
4 shift differential, prison ("P" rate) pay, hazard pay, and on-call pay.

5
6 C. Premium Rate.

7
8 One and one-half (1½) times the employee's regular rate.

9
10 SECTION 10. OVERTIME COMPENSATION.

11
12 The Employer agrees to compensate employees at the premium rate in
13 cash payment for all hours of work time in excess of eight (8) hours per day or
14 forty (40) hours per calendar week. For employees on an alternate work
15 schedule pursuant to Section 8, the Employer agrees to compensate employees
16 at the premium rate in cash payment for all hours of work time in excess of the
17 regular work day or forty (40) hours in a calendar week work period. "Hours of
18 work time" for purposes of overtime compensation shall not include sick leave or
19 annual leave other than annual leave buy back.

20
21 SECTION 11. COMPENSATORY TIME.

22
23 In the event that the Employer wishes to initiate a system, the Employer
24 shall notify the Union and negotiate.

25
26 SECTION 12. PYRAMIDING.

27
28 Premium payment shall not be duplicated (pyramided) for the same hours
29 worked.

30
31 SECTION 13. OVERTIME PROCEDURE.

32
33 The Employer has the right to require an employee to work overtime, and to
34 schedule overtime work as required in the manner most advantageous to the
35 Employer and consistent with the requirements of State employment and the
36 public interest.

37
38 The procedure for offering voluntary overtime and for assigning involuntary
39 overtime may be negotiated at the secondary level. Current practices with
40 regard to scheduling overtime shall continue unless altered in secondary level
41 negotiations.

42
43 Incidental overtime (overtime required to finish serving the public at the end
44 of the business day) shall be offered or assigned in accordance with current
45 practices for scheduling overtime only to employees in the building or group of
46 buildings which constitutes a facility where the overtime is needed.

1 Probationary employees may not be included in overtime work if the
2 Employer determines they are not qualified to perform the work, but shall be
3 included under all overtime regulations upon completion of their probationary
4 period.

5
6 SECTION 14. REDUCTION IN HOURS.
7

8 In the event that the Employer wishes to propose reduction in hours of
9 employment, the Employer and the Union shall negotiate such proposals. The
10 Employer shall not propose such reduction in hours of employment directly to
11 employees. However, nothing shall preclude an individual employee from
12 initiating a request in the reduction of his/her hours, and nothing shall preclude
13 the Employer from granting such individually initiated requests.
14

15 **ARTICLE 16**
16 **LEAVES**
17

18 SECTION 1. ANNUAL LEAVE APPLICATION.
19

20 Consistent with the operational needs of the Appointing Authority, annual
21 leave shall be granted at such time during the year as requested by the
22 employee in the order received. Annual leave may be used only with prior
23 supervisory approval. In all cases, current practices with regard to approval of
24 annual leave will continue unless otherwise agreed in secondary negotiations.
25

26 Paid service in excess of eighty (80) hours in a biweekly work period shall
27 not be counted for annual leave accrual.
28

29 An employee desiring to use three (3) days or less of annual leave shall
30 verbally request approval of his/her supervisor. Current practices with regard to
31 reducing such requests to writing shall continue. An employee desiring to use
32 annual leave in excess of three (3) days shall request approval of his/her
33 supervisor in writing.
34

35 Requests for annual leave of less than one (1) week shall be given priority
36 in the order received and will normally be submitted to the supervisor for
37 approval or disapproval at least two (2) days before the desired leave time,
38 unless circumstances prevent the employee from making such request at least
39 two (2) days before the desired leave time.
40

41 An employee on annual leave who becomes ill or is injured and who thereby
42 requires medical treatment may convert such period of time to sick leave with
43 verification if requested. In the event of illness, injury, or death of a person for
44 which sick leave could normally be used in accordance with Section 3 of this
45 Article, an employee on annual leave may convert such time to sick leave.
46

1 **SECTION 2. VACATION APPLICATION AND SCHEDULING.**

2
3 Vacation is defined as a period of five (5) or more consecutive work days of
4 annual leave. Consistent with the operational needs of the Appointing Authority,
5 such requests shall be honored in accordance with the employee's seniority as
6 defined in Article 12, Section 2. Current practices with regard to scheduling
7 vacations shall continue unless otherwise agreed in secondary negotiations.

8
9 When a holiday falls during an employee's scheduled vacation, such holiday
10 shall not be charged against the employee's vacation time.

11
12 **SECTION 3. SICK LEAVE APPLICATION.**

13
14 Sick leave may be used by an employee for:

- 15
16 A. Illness, disability, or injury of the employee, or exposure to contagious
17 disease endangering others, any of which necessitates the employee's
18 absence from work;
19
20 B. Appointments with a doctor, dentist, or other professional medical or
21 recognized practitioner to the extent of time required to keep such
22 appointments;
23
24 C. In the event of illness, injury, or death in the immediate family which
25 necessitates the employee's absence from work. Immediate family shall
26 be spouse, parent(s) or foster parent(s), children, foster children,
27 stepchildren, brother(s), sister(s), parent(s)-in-law, grandparent(s),
28 grandchildren, or any person for whose financial or physical care the
29 employee is principally responsible.
30
31 D. The period of time utilized for health screening purposes at an
32 authorized Employer-operated health screening unit.

33
34 All sick leave used shall be certified in writing by the employee(s) and
35 verified by such other evidence when required by the Employer. Detailed
36 information pertaining to the reason for sick leave usage is subject to Article 11,
37 Section 11 and need not be specified in the Employer's timekeeping system (i.e.
38 it is sufficient to record "illness" but not the specific nature of the illness, or to
39 record "attending a funeral" but not the name of the deceased). Falsification of
40 such evidence shall be cause for discipline up to and including dismissal.

41
42 Annual leave may be substituted for sick leave at the discretion of the
43 employee within the pay period during which it was used.
44
45
46

1 SECTION 4. LEAVES OF ABSENCE.

2
3 Appointing Authority determinations under this Section shall not be arbitrary,
4 discriminatory, or capricious.

5
6 A. Eligibility.

7
8 An employee shall have the right to request a leave of absence without
9 pay in accordance with the provisions of this Section after the successful
10 completion of his/her initial probationary period.

11
12 B. Requests.

13
14 A request for a leave of absence without pay shall be submitted in
15 writing, on a leave of absence form if available, by the employee to the
16 employee's immediate supervisor at least thirty (30) calendar days in
17 advance of the proposed commencement date of the leave of absence
18 being requested, except under emergency circumstances. Such request
19 shall state the reason for and the length of the leave of absence being
20 requested.

21
22 The Appointing Authority shall furnish a written response as follows:

- 23
24 (1) Requests for a leave of absence not exceeding one (1) month shall
25 be answered within ten (10) calendar days.
26
27 (2) Requests for a leave of absence exceeding one (1) month shall be
28 answered within twenty (20) calendar days.

29
30 C. Approval.

31
32 Except as otherwise provided in this Agreement, an employee may be
33 granted a leave of absence without pay by the Appointing Authority for a
34 period up to six (6) months. The Appointing Authority shall consider its
35 operational needs, the employee's length of service, performance
36 record, and leave of absence history in reviewing requests for a leave of
37 absence. Upon bona fide mitigating circumstances, a leave of absence
38 may be extended beyond six (6) months, except as otherwise provided
39 in this Article.

40
41 An employee may elect in writing at the time a leave is requested to
42 carry a balance of annual leave not to exceed eighty (80) hours during a
43 leave of absence. An annual leave balance in excess of eighty (80)
44 hours, up to a maximum of two hundred and forty (240) hours, may be
45 carried with the written approval of the Appointing Authority. Such leave
46 balances shall be made immediately available to the employee upon

return from a leave of absence. Payment for annual leave due an employee who does not return from a leave of absence shall be at the employee's last rate of pay.

D. Types of Leaves of Absence.

(1) Educational.

The Appointing Authority may approve an individual employee's written request for full-time educational leave of absence for an initial period of time up to one (1) year. Such request will be answered in writing within thirty (30) calendar days stating approval or denial (with an explanation). Before the approved leave of absence can become finally effective, a curriculum plan and proof of full-time enrollment must be submitted by the employee to the Appointing Authority. At the request of the Appointing Authority, the employee shall provide evidence of continuous, successful full-time enrollment in such curriculum plan in order to remain on or renew such leave. Such education shall be directly related to the employee's field of employment. Such employee may return early from such a leave upon approval by the Appointing Authority.

(2) Medical.

Upon depletion of accrued sick leave, an employee, upon request to his/her Appointing Authority, shall be granted a leave of absence, including necessary extensions, for a period of up to six (6) months, upon providing required medical information, for personal illness, injury, or temporary disability necessitating his/her absence from work if that employee is in satisfactory employment status. This guarantee shall only apply when the employee has had less than six (6) months medical leave of absence within the preceding five (5) years. Time off on medical leave of absence due to pregnancy shall not be counted against the guarantee. Employees who apply for a medical leave of absence subsequent to the effective date of this Agreement shall have the balance of their six (6) month guarantee adjusted by removing any medical leave of absence due to pregnancy that was deducted from the guarantee. An employee whose leaves including any extensions total less than six (6) months during the five (5) year period shall be granted a subsequent leave(s) up to a cumulative total of six (6) months within such five (5) year period.

In all other cases, an employee in satisfactory employment status may be granted such leave by the Appointing Authority. Such leaves may be granted after the exhaustion of the employee's

1 sick leave for a period of up to six (6) months upon providing the
2 required medical information. The employee's request shall include
3 a written statement from the employee's physician indicating the
4 specific diagnosis and prognosis necessitating the employee's
5 absence from work and the expected return to work date.
6

7 The Appointing Authority, in considering requests for leaves
8 outside of the guarantee provided above, shall exercise discretion
9 based on the circumstances related to the leave request on a case-
10 by-case basis. In doing so, the Appointing Authority will consider
11 its operational needs, the employee's work record, and verifiable
12 medical information that the employee can return at the end of the
13 extension period with the ability to perform his/her job duties. The
14 employee or the Union may request an explanation of the reason
15 for a denial of an extension of medical leave. Requests for medical
16 leave of absence after return from injury or illness due to
17 complications and/or a relapse shall be considered as a medical
18 leave extension request provided that this type of extension is
19 requested within sixty (60) days of return from original leave.
20

21 Prior to return to work from a medical leave of absence, the
22 employee will be required to present medical certification of his/her
23 fitness to resume performing his/her job duties. In the event the
24 Appointing Authority requires a second opinion, the Appointing
25 Authority reserves the right to have the employee examined by a
26 physician selected and paid by the Appointing Authority for the
27 employee's initial request, extension, and/or return to work.
28

29 Employees who have completed an initial probationary period
30 and are in satisfactory employment status, who after providing the
31 information as required by this Article, are subsequently not granted
32 a medical leave of absence, will be placed on medical layoff. Such
33 employee shall, upon providing medical certification of the
34 employee's ability to return to his/her regular job responsibilities, be
35 entitled upon request to have his/her name placed on departmental
36 recall lists in accordance with Article 13, Section 10, provided that
37 such medical certification is presented within two (2) years of the
38 date of medical layoff. Such employees shall be considered as laid
39 off with recall rights as described in this Section.
40

41 Employees recalled under this provision shall not have such
42 time treated as a break in service.
43
44
45

1 (3) Military.

2
3 Whenever an employee enters into the active military service of the
4 United States, the employee shall be granted a military leave as
5 provided under Civil Service Rules and Regulations and applicable
6 Federal statutes.

7
8 (4) Union.

9
10 The Appointing Authority shall approve a request for a leave of
11 absence for an employee upon written request of the Union and of
12 the employee subject to the following limitations:

- 13
14 a. The request shall be made to the employee's Appointing
15 Authority and shall indicate the purpose of the requested leave
16 of absence.
17
18 b. If the requested leave of absence is for the purpose of
19 permitting the employee to serve in an elected or appointed
20 office with the Union, the request shall state what the office is,
21 the term of such office and its expiration date. This leave shall
22 only cover the period from the initial date of election or
23 appointment through the expiration of the first full term of office.
24
25 c. If the requested leave of absence is for the purpose of
26 permitting the employee to serve as an employee of the Union,
27 such leave shall be for a minimum of six (6) weeks renewable
28 upon request but shall not exceed three (3) years.

29
30 (5) Waived Rights.

31
32 The Appointing Authority shall grant a waived rights leave of
33 absence, upon request, to an employee in those situations where
34 an employee must leave his/her position for reasons beyond his/her
35 control and for which a regular leave of absence is not granted.
36 Such employee does not have the right to return to State service at
37 the expiration of a waived rights leave of absence but shall have
38 the continuous nature of his/her service protected provided she/he
39 returns to work prior to the expiration of such leave. All requests for
40 a waived rights leave of absence must be made to the employee's
41 Appointing Authority in writing specifying the reason for the request.
42 An employee granted a waived rights leave of absence may not
43 carry any annual leave balance during such leave. The employee
44 shall receive and be required to sign a written explanation
45 concerning the conditions of a waived rights leave of absence.
46

1 (6) Parental.

2
3 Upon written request to the Appointing Authority, an employee
4 shall, after birth of his/her child or upon adoption of a child, be
5 granted a parental leave of up to one (1) year with the option of up
6 to an additional one (1) year extension. The employee may return
7 early from such leave upon 30 days prior notice to the Appointing
8 Authority.
9

10 (7) Family and Medical Leave Act

11
12 a. Employee Rights. Rights provided to employees under the
13 terms of this collective bargaining agreement are not intended to
14 be diminished by this section. Contract rights relating to leaves
15 of absence under the collective bargaining agreement shall not
16 be reduced by virtue of implementation of the provisions of the
17 Act. Neither the collective bargaining agreement nor this
18 section is intended to diminish any employee's rights under the
19 Act.
20

21 b. Employer Rights. The rights vested in the Employer under the
22 Act must be exercised in accordance with the Act unless
23 modified by the provisions of the collective bargaining
24 agreement.
25

26 c. Computation of the "twelve month period". The parties agree
27 that an eligible employee is entitled to a total of twelve (12) work
28 weeks of FMLA leave during the twelve (12) month period
29 beginning on the first date the employee's parental, family care,
30 or medical leave is taken; the next twelve (12) month period
31 begins the first time leave is taken after completion of any
32 twelve (12) month period.
33

34 d. Qualifying Purpose. The Act provides for leave with pay using
35 applicable leave credits or without pay for a total of twelve (12)
36 work weeks during a twelve (12) month period for one or more
37 for the following reasons:
38

- 39 1. Because of the birth of a son or daughter of the employee
40 and in order to care for such son or daughter ("parental
41 leave");
42
43 2. Because of the placement of a son or daughter with the
44 employee for adoption or foster care ("parental leave");
45

1 3. In order to care for the spouse, son, daughter, or parent of
2 the employee, if such spouse, son, daughter or parent has a
3 serious health condition as defined in the Act ("family care
4 leave");

5
6 4. Because of a serious health condition, as defined in the Act,
7 that makes the employee unable to perform the functions of
8 the position of the employee ("medical leave").

9
10 e. Department of Labor Final Regulations and Court Decisions.

11 The parties recognize that the U.S. Department of Labor has
12 issued its final regulations implementing the Act effective April 6,
13 1995. However, the Employer may make changes necessitated
14 by any amendments to the Act and regulations or subsequent
15 court decisions. The Employer shall provide timely notice to the
16 Union and opportunity for the Union to meet to discuss the
17 planned changes. Such discussions shall not serve to delay
18 implementation of any changes mandated by law. Planned
19 changes shall not reduce contractual leave rights provided in
20 the collective bargaining agreement.

21
22 f. Complaints. Employee complaints involving the application or
23 interpretation of the FMLA or its Regulations are not grievances
24 under the collective bargaining agreement. Any such
25 complaints may be filed by an employee directly with the
26 employee's Appointing Authority. The Union may, but is not
27 obligated to, assist the employee in resolving the employee's
28 complaint with the employee's Appointing Authority. Grievances
29 alleging paid or unpaid leave contract violations shall continue
30 to be filed in accordance with the contractual grievance
31 procedure. However, an arbitrator shall not have authority to
32 interpret the provisions of the Act.

33
34 g. Eligible Employee. For purposes of FMLA leave entitlement,
35 eligible employees are those employees who have been
36 employed by the Employer for at least twelve (12) months and
37 have worked at least 1,250 hours in the previous twelve (12)
38 months. An employee's eligibility for contractual leaves of
39 absence remains unaffected by this section; however, such
40 leaves will count towards the employee's FMLA Leave
41 entitlement, as provided in this section, after the employee has
42 been employed by the Employer for at least twelve (12) months
43 and has worked 1,250 hours during the previous twelve (12)
44 month period. For purposes of FMLA leave eligibility,
45 "employed by the Employer" means "employed by the State of
46 Michigan." Hours worked is intended to include leave used by a

Union representative during his/her regular work hours pursuant to Article 7 and Article 8 of the collective bargaining agreement. Hours worked is not intended to include time spent on union business and union activity conducted outside the Union representative's regular work hours.

h. Twelve Work Weeks During a Twelve Month Period. An eligible employee is entitled under the Act to a combined total of twelve (12) work weeks of FMLA leave during a twelve (12) month period.

i. General Provisions.

1. It is understood that when an employee uses his/her entitlement to FMLA leave, the amount of time used under the FMLA shall count toward the employee's right to a like type of contractual leave of absence as indicated below:

FMLA Leave Type:	Contractual Leave Type:
Birth or Adoption	Parental Leave
Foster Care Placement	None
Care of Spouse, Son, Daughter or Parent	None
Medical Leave for Self	Up to Six (6) Months of Medical Leave of Absence in a Five (5) Year Period

2. Employees may request and shall be allowed to use accrued annual or personal leave, deferred hours, or compensatory time to substitute for any unpaid FMLA leave.

3. The Employer may designate a Leave of Absence under Plan C of the Voluntary Work Schedule Adjustment Program ("VWSAP") as an FMLA leave if the employee provides information to the Employer in accordance with the Act that the leave is for a qualifying purpose under the Act. A Plan A reduced work schedule under the VWSAP may be designated by the Employer as an FMLA leave, if the employee provides information to the Employer that the leave is for a qualifying purpose under the Act. Only leave that is for a qualifying purpose under the Act will be counted toward the employee's FMLA leave entitlement.

4. Employees may request and shall be allowed to use accrued sick leave to substitute for unpaid FMLA leave for the employee's own serious health condition or serious health condition of the employee's spouse, child, or parent. Article

1 16, Section 3 rights shall continue as provided in the
2 collective bargaining agreement.

3
4 5. The Employer may temporarily reassign an employee to an
5 alternative position at the same classification and level with
6 equivalent pay in accordance with the collective bargaining
7 agreement when it is necessary to accommodate an
8 intermittent leave or reduced leave schedule requested by
9 the employee in accordance with the Act. Such temporary
10 reassignment may occur when the intermittent leave or
11 reduced leave schedule is intended to last longer than a total
12 of ten (10) work days, whether consecutive or cumulative.
13 The Employer will make every reasonable effort to reassign
14 these employees within their existing work location. For
15 purposes of layoff and recall, the employees shall remain in
16 the layoff unit applicable to the position they held prior to
17 their temporary reassignment pursuant to this paragraph.
18 Upon completion of an intermittent leave or reduced leave
19 schedule, employees shall be returned to the position they
20 held prior to their temporary reassignment pursuant to this
21 paragraph as provided in the FMLA.

22
23 6. Second or third medical opinions, at the Employer's
24 expense, may be required from health care providers when
25 the employee requests a leave which is designated as
26 counting against an employee's FMLA family care or medical
27 leave entitlement in accordance with the Act.

28
29 7. Return to work from an FMLA leave will be in accordance
30 with the provisions of the Act and the collective bargaining
31 agreement.

32
33 j. Insurance Continuation. Health Plan benefits will continue in
34 accordance with the Act. Negotiated insurance coverages and
35 benefits will continue as provided in the collective bargaining
36 agreement for employees on contractual leave.

37
38 k. Medical Leave. Up to twelve (12) work weeks of paid or unpaid
39 medical leave during a twelve (12) month period, granted
40 pursuant to the collective bargaining agreement, may count
41 towards an eligible employee's FMLA leave entitlement.

42
43 l. Annual Leave. When an employee requests to use annual or
44 personal leave and it is determined, based on information
45 provided to the Employer in accordance with the Act that the
46 time is for a qualifying purpose under the Act, the Employer may

1 designate the time as FMLA leave and it will be counted against
2 the employee's twelve (12) work week FMLA leave entitlement if
3 the time is either:

- 4
- 5 1. To substitute for an unpaid intermittent or reduced leave
6 schedule; or
 - 7
 - 8 2. When the absence from work is intended to be for five (5) or
9 more consecutive work days.
- 10

11 Only leave that is for a qualifying purpose under the Act will be
12 counted toward the employee's FMLA leave entitlement. Where an
13 employee has not requested the use of annual or personal leave,
14 the Employer will not require use of such paid leave time to
15 substitute for an unpaid FMLA leave.

16

17 m. Sick Leave. An employee may request to use sick leave to
18 substitute for unpaid leave taken for a qualifying purpose under
19 the Act. Contractual requirements that employees exhaust sick
20 leave before a medical leave commences shall continue. An
21 employee requesting an FMLA family care leave must first
22 exhaust his/her sick leave credits. If it is determined, based on
23 information provided to the Employer in accordance with the Act
24 that the sick leave time is for a qualifying purpose under the Act,
25 the Employer may designate the sick leave time as FMLA leave
26 and it will be counted against the employee's twelve (12) work
27 week FMLA leave entitlement if the time is either:

28

- 29 1. To substitute for an unpaid intermittent or reduced leave
30 schedule; or
 - 31
 - 32 2. When the absence from work is intended to be for five (5) or
33 more consecutive work days.
- 34

35 Annual leave or personal leave used at the employee's request and
36 in accordance with current practice, in lieu of sick leave, may be
37 likewise counted. Only leave that is for a qualifying purpose under
38 the Act will be counted toward the employee's FMLA leave
39 entitlement.

40

41 An employee must first exhaust sick leave credits down to 80 hours
42 before an FMLA family care leave commences.

43

44 n. Parental Leave. Except as specifically provided herein,
45 contractual parental leave guarantees are unaffected by
46 implementation of FMLA. Contractual parental leave extensions

beyond twelve (12) months shall be administered as provided in the collective bargaining agreement. An employee's entitlement to FMLA parental leave will expire and must conclude within twelve (12) months after the birth, adoption, or foster care placement of a child. In accordance with the Act, an eligible employee is only entitled to twelve (12) work weeks of leave for foster care placement of a child. Up to twelve (12) work weeks of parental leave will be counted towards the FMLA leave entitlement. An employee may request to substitute annual or personal leave for any portion of the unpaid FMLA parental leave. Intermittent or reduced leave schedules may only be taken with the Employer's approval.

SECTION 5. ANNUAL LEAVE DONATIONS.

Upon employee request, annual leave credits may be transferred to other employees under the following conditions:

- A. The receiving employee has successfully completed his/her initial probationary period and faces financial hardship due to serious injury or the prolonged illness of the employee or his/her spouse, dependent child or parent. "Financial hardship" is met when the receiving employee is facing forty (40) or more hours without pay; however, the Office of the State Employer may determine whether a financial hardship exists on a case-by-case basis.
- B. The receiving employee has exhausted all leave credits.
- C. The receiving employee's absence has been approved.
- D. An employee may receive a maximum of thirty (30) work days by direct transfer of annual leave from employees within his/her employing department during a calendar year.
- E. An employee in this bargaining unit may receive a maximum of thirty (30) work days from the leave bank from employees within his/her bargaining unit during a calendar year. The thirty (30) day maximum will be reduced by any hours received through direct transfer.

The right to donate hours and receive hours through direct transfer is not limited to employees in this Bargaining Unit. However, annual leave cannot be donated across departmental lines.

The right to donate annual leave hours is as follows:

1 A. The maximum annual leave donation in a calendar year will be for a
2 maximum of forty (40) hours and donations shall be in whole hour
3 increments.

4
5 B. Employee donations are irrevocable.

6
7 C. Donations to the leave bank may be made at any time. A direct transfer
8 of annual leave may occur at any time.

9
10 The Office of the State Employer and HSS Unit of SEIU Local 517-M shall
11 each designate one representative to review requests and determine eligibility to
12 receive annual leave donations.

13
14 This Section shall be effective as soon as administratively feasible after Civil
15 Service Commission approval.

16
17 SECTION 6. BANKED LEAVE TIME.

18
19 Accumulated Banked Leave Time (BLT) may be used by an employee in
20 the same manner as regular annual leave. Accumulated BLT hours shall not be
21 counted against the employee's regular annual leave cap, known as Part A
22 hours. Before incurring unpaid VWSAP Plan A or VWSAP Plan C hours all BLT
23 hours must be exhausted. The employee must exhaust all BLT hours prior to
24 being considered for any annual leave donation.

25
26 Upon an employee's separation, death or retirement from State service,
27 unused BLT hours shall be contributed by the State to the employee's account
28 within the State of Michigan 401(k) plan, and if applicable to the State of
29 Michigan 457 plan. Such contribution shall be treated as non-elective Employer
30 contributions, and shall be calculated using the product of the following: (i) the
31 number of BLT hours and, (ii) the employee's base hourly rate in effect at the
32 time of the employee's separation, death, or retirement from state service.

33
34 Note: see Appendix C-1 for additional background information on this
35 program.

36
37 **ARTICLE 17**
38 **PERSONNEL FILES**

39
40 SECTION 1. GENERAL.

41
42 There shall be only one official personnel file maintained for an employee.
43 For purposes of record keeping, copies of information contained in the official
44 personnel file may be kept at the employee's work location. Upon an employee's
45 relocation to another work location, his/her local file shall be transferred to the
46 employee's new work location. Material pertaining to an employee's behavior,

performance, and/or of a disciplinary nature shall be identical in both the local and the official files. Under no circumstances shall an employee's medical file be contained in the employee's personnel file; however, records of personnel actions based upon medical information may be kept in the personnel file. Grievance forms and decisions shall not be contained in an employee's personnel file. All material placed in a personnel file shall either be signed by the employee indicating receipt of a copy of same or routinely supplied to the employee.

If an employee disagrees with anything contained in his/her personnel file, the employee may seek removal or correction of same. If no agreement is made to remove or correct the information, the employee may submit a written statement explaining his/her position, and it shall be entered into the file. Such employee statement shall remain in the personnel file as long as the information to which it refers is part of the file.

SECTION 2. ACCESS.

Access to individual personnel files shall be restricted to authorized Management personnel, the employee, and/or the Union Representative when authorized in writing by the employee. An employee shall have the right, upon request, to review his/her personnel file and may be accompanied by a Union Representative if she/he so desires. Upon request, the Employer shall make copies of documents in a personnel file and furnish such copies to the employee or his/her Union Representative when authorized in writing by the employee.

SECTION 3. EMPLOYEE NOTIFICATION.

A copy of any disciplinary action or material related to employee performance which is placed in the personnel file shall be provided to the employee (the employee so noting receipt, or the supervisor noting failure of the employee to acknowledge receipt) or sent by certified mail, return receipt requested, to the employee's last address appearing on the Employer's records.

SECTION 4. NON-JOB-RELATED INFORMATION.

Detrimental information not related to the employment relationship shall not be placed in an employee's personnel file(s).

SECTION 5. REMOVAL OF RECORDS.

Records of disciplinary actions, reprimands, or less than satisfactory service ratings shall be removed from an employee's file twenty-four (24) months following the date on which the action was taken or the rating issued, provided that the employee has not received a less than satisfactory service rating or has not been the subject of disciplinary action for the same or similar reasons during

such twenty-four (24) month period. Counseling memoranda shall similarly be removed twelve (12) months following the date of issuance, provided that the employee has not received a less than satisfactory service rating, been the subject of disciplinary action, or received further formal counseling for the same or similar reasons during such twelve (12) month period.

These provisions shall not prohibit the Employer from maintaining records of disciplinary action arising out of violations of prohibited practices as defined in Civil Service Rules and regulations. Nothing in these provisions is intended to prohibit the Employer from retaining and using records, even if "outdated," as evidence in defending against claims of unlawful discrimination by the Employer, the State, or its Departments/Agencies.

Any outdated material improperly placed or not removed timely shall not be used subsequently in any proceeding or in a selection process concerning the employee.

Within ninety (90) days of the effective date of this Agreement, the parties agree to establish the procedures for the removal and storage of outdated official personnel records.

SECTION 6. RIGHT TO KNOW ACT.

The parties incorporate herein by reference the provisions of the Employee Right To Know Act, MCL 423.501 et. Seq., and agree that they shall abide by the terms thereof in administering this Agreement.

SECTION 7. MAINTENANCE OF PAST PRACTICES.

All current procedures, practices, and conditions pertinent to personnel files in effect on the effective date of this Agreement, except as altered herein, shall be maintained during the term of this Agreement.

ARTICLE 18 **COUNSELING AND DISCIPLINARY ACTION**

SECTION 1. COUNSELING.

A. Informal Counseling.

An employee shall not have the right to Union representation during informal counseling.

Informal counseling may be undertaken when, in the discretion of the Employer, it is deemed necessary to improve performance, instruct the

employee, and/or attempt to avoid the need for disciplinary measures. Informal counseling will not be recorded in the employee's personnel file.

B. Formal Counseling.

A Union representative may attend formal counseling provided that the Employer and the Union are in mutual agreement about having the Union representative attend.

When, in the judgment of the Employer, formal counseling is necessary, it may be conducted by an appropriate supervisor. Formal counseling may include a review of applicable standards and policies, actions which may be expected if performance or conduct does not improve, and a reasonable time period established for correction and review. A narrative description of formal counseling will be prepared on a Record of Counseling or in memo form, a copy of which will be given to and signed for by the employee and a copy kept in the employee's personnel file. The employee's signature indicates only that the employee has received a copy, shall not indicate that the employee necessarily agrees therewith, and shall so state on the document. The distinction between informal and formal counseling shall be maintained and a counseling memo, if any, shall be considered formal. Formal counseling is grievable in accordance with Article 9 through Step Three (3).

C. Relationship to Disciplinary Action.

Neither performance review, informal nor formal counseling shall be considered as punitive/disciplinary action nor as prerequisites to disciplinary action. Formal counseling may not be introduced in a disciplinary conference or proceeding, except to demonstrate, if necessary, that an employee knew or knows what is expected of him/her. Nothing in this Article shall prohibit the Employer from taking disciplinary action without the necessity of prior informal or formal counseling against an employee who, in the judgment of the Employer, commits a sufficiently serious offense.

SECTION 2. DISCIPLINARY ACTION.

The parties recognize the authority of the Employer to reprimand in writing, suspend, discharge, or take other appropriate disciplinary or corrective action against an employee for just cause.

Allegations or other assertions of failure of proper employee conduct or performance are not charges, but constitute a basis for appropriate investigation by the Employer. Whenever an employee is formally charged with a violation of any obligation, rule, regulation, or policy, the employee shall be notified in writing

1 of the claimed violation and disciplinary penalty therefore. Any employee who
2 alleges that disciplinary action is not based upon just cause may appeal such
3 action in accordance with Article 9, Grievance Procedure. Reassignment of an
4 employee at the same level, and work location if feasible, incidental to a
5 disciplinary action upheld or not appealed shall not be prohibited or appealable,
6 provided the possibility of such reassignment was stated to the employee in the
7 notice of disciplinary action. However, the Employer retains the option to
8 reassign as part of the administration of discipline for just cause.

9
10 Any performance evaluation, formal counseling, reprimand, or document to
11 which an employee is entitled under this Agreement shall not be part of the
12 employee's official record until the employee has been offered or given a copy.

13
14 The parties agree that disciplinary action must be supported by timely and
15 accurate investigation. An employee shall be given the opportunity to give
16 prompt, full, and accurate answers, to the extent possible, to questions put to
17 him/her by the Employer concerning any matter regulated by the Employer,
18 related to conduct or performance, or which may have a bearing upon the
19 employee's fitness, availability, or performance of duty.

20
21 Whenever it is determined that disciplinary action is appropriate, a
22 disciplinary conference shall be held with the employee at which the employee
23 shall be entitled to Union representation. The Union Representative must be
24 notified and requested by the employee. No disciplinary conference shall
25 proceed without the presence of a requested Union Representative. The
26 employee shall be informed of the nature of the charges against him/her and the
27 reasons that disciplinary action is intended or contemplated. Questions by the
28 employee or Union Representative will be fully and accurately answered at such
29 meeting to the extent possible. Response of the employee, including his/her own
30 explanation of an incident if not previously obtained, or mitigating circumstances,
31 shall be received by the Employer. The employee shall have the right to make a
32 written response to the results of the disciplinary conference which shall become
33 a part of the employee's file.

34
35 The employee shall be given and sign for a copy of the written notice of
36 charges and disciplinary action if determined. Where final disciplinary action has
37 not been determined, the notice shall state that disciplinary action is being
38 contemplated. The employee's signature indicates only that the employee
39 received a copy, shall not indicate that the employee necessarily agrees
40 therewith, and shall so state on the form. If the employee refuses to sign, the
41 supervisor will write "Employee refused to sign" and sign his/her own name with
42 the date. A witness signature should be obtained under this circumstance.

43
44 An employee shall be entitled to the presence of a designated Union
45 Representative, if she/he requests one, at any meeting at which disciplinary or
46 any adverse action may or will take place, or at an investigatory interview of the

1 employee by the Employer related to one or more specific charges of misconduct
2 by the employee. If an employee is to be represented at a scheduled meeting by
3 an attorney, the employee or the Union shall give as much notice as possible to
4 the Employer. It is agreed that where disciplinary or adverse action is intended as
5 the subject of a meeting, or where such action will result directly and immediately
6 depending upon the content of the meeting, representation is allowed.

7
8 In any investigatory interview with an employee where the employee has
9 been suspended (with or without pay) or transferred from the employee's regular
10 job assignment, the employee shall have the right to Union representation.

11
12 Nothing in this Article shall prohibit the Employer from the imposition of an
13 emergency disciplinary suspension and/or removal of an employee from the
14 premises in cases where, in the judgment of the Employer, such action is
15 warranted. As soon as practicable thereafter, the disciplinary conference
16 procedures described herein shall be undertaken and completed. An Appointing
17 Authority may suspend an employee for investigation. The suspension shall be
18 superseded by disciplinary suspension, dismissal, or reinstatement within seven
19 (7) calendar days or within such extension as may be approved by the
20 Appointing Authority. If disciplinary action is not taken against an employee within
21 the seven (7) days, the employee shall receive full pay and benefits for the period
22 of temporary suspension.

23
24 Formal notification to the employee of disciplinary action shall be in the form
25 of a letter or form spelling out charges and reasonable specifications, advising
26 the employee of the right to appeal. The employee must sign for the copy of this
27 letter, if presented personally, or the letter shall be sent to the employee by
28 certified mail, return receipt requested. If the employee has received and signed
29 for a written letter of reprimand, no notice is required under this Article.

30
31 Where a decision is made to permit an employee to resign in lieu of
32 dismissal, the employee must submit a resignation in writing. This resignation
33 shall be held for twenty-four (24) hours, after which it shall become final and
34 effective as of the time when originally given unless retracted during the twenty-
35 four (24) hour period. This rule applies only when a resignation is accepted in lieu
36 of dismissal, and the employee shall have been told that she/he will be
37 terminated in the absence of the resignation.

38
39 **ARTICLE 19**
40 **PERMANENT-INTERMITTENT EMPLOYEES**

41
42 Permanent-intermittent employees shall be used only for job assignments
43 which are characterized by periodic, irregular, seasonal, or school year
44 scheduling.

1 SECTION 1. GENERAL PROVISIONS.

2
3 The Employer agrees to provide a minimum call-in guarantee of three (3)
4 hours for permanent-intermittent employees who are scheduled to work or called
5 in to work and who, after arriving at the work location, are advised that they are
6 not needed, or work less than three (3) hours.

7
8 Permanent-intermittent employees who work an assigned shift and who,
9 after returning home, are called back to work, will be paid a minimum of four (4)
10 hours at the regular rate of pay.

11
12 Where the Employer has six (6) hours of work that could be performed by
13 one (1) permanent-intermittent employee, the Employer will assign such shift to
14 but one (1) employee unless operating or contractual requirements necessitate
15 otherwise.

16
17 Furloughed permanent-intermittent employees shall be scheduled to work
18 before the recall of laid-off permanent-intermittent employees. Permanent-
19 intermittent employees shall not be scheduled or furloughed for the purpose of
20 avoiding the provisions of this Article.

21
22 SECTION 2. ENTITLEMENTS.

23
24 Permanent-intermittent employees shall earn benefits in accordance with
25 current practice upon return from furlough. Seniority is accrued in accordance
26 with Article 12.

27
28 Annual leave and sick leave shall be administered in accordance with the
29 provisions of Article 16, leaves. Sick leave, if approved, shall not exceed the
30 number of hours the employee is scheduled to work.

31
32 Permanent-intermittent employees shall have their personal leave days and
33 holiday pay calculated in accordance with Appendices D-1 and D-2.

34
35 SECTION 3. LIMITATIONS.

36
37 The provisions of this Section shall apply only in the UIA and WDA.

38
39 If a permanent-intermittent employee has been scheduled to work in one (1)
40 work location on a full-time basis for thirteen (13) consecutive weeks, the
41 Employer will establish a permanent position in that work location and fill the
42 vacancy in accordance with contractual provisions. When a permanent-
43 intermittent employee has worked for ten (10) consecutive weeks, management
44 shall attempt to project the remaining length of the assignment. If after
45 management review, a permanent-intermittent assignment is expected to exceed
46 thirteen (13) consecutive weeks, the Employer will establish a permanent

position in that work location, to be filled in accordance with contractual procedures, except when the permanent-intermittent assignment is to fill in behind an approved leave of absence. The employee holding the permanent-intermittent assignment may be continued beyond the thirteen (13) consecutive weeks until the permanent vacancy has been filled in accordance with the provisions of the Agreement. If there is a reduction in force pending, this provision will not apply if the office where the permanent-intermittent position is located is scheduled for a reduction. Approved annual leave following and contiguous to the last scheduled day (or hours) worked shall not count for the purpose of establishing a permanent position.

SECTION 4. SCHEDULING, FURLOUGH, LAYOFF, RECALL, AND TRANSFER IN THE UIA AND WDA.

Permanent-intermittent employees and limited-term intermittent employees shall be scheduled in most seniority order. Permanent-intermittent employees and limited-term intermittent employees shall be furloughed by class/level in least seniority order within a work location. Bargaining Unit seniority shall be as defined in Article 12, Section 2. Such furloughs and scheduling shall be to permanent-intermittent positions or limited-term intermittent positions.

A permanent-intermittent employee or a limited-term intermittent employee may change his/her work location choice(s) on a quarterly basis, effective the first day of the calendar quarter. If a change is desired such notice is to be given no later than ten (10) calendar days before the first day of the new calendar quarter.

Permanent-intermittent employees and limited-term intermittent employees must be available for scheduling upon one (1) day notice. If a permanent-intermittent employee or a limited-term intermittent employee is contacted by the Employer for scheduling and requests approval of leave or lost time because of vacation, illness, etc., the Employer may approve leave usage or lost time if operational needs permit. The Employer may then call the next most senior permanent-intermittent employee or limited-term intermittent employee on the scheduling list. At the end of the approved leave or lost time, the most senior permanent-intermittent employee or limited-term intermittent employee shall report for duty, if she/he is still scheduled. If a permanent-intermittent employee or limited-term intermittent employee is not granted approval for leave usage or lost time and fails to report for duty, she/he shall be considered absent without leave.

Permanent-intermittent employees shall not be scheduled to work until all laid-off permanent employees for the work location have been recalled. A permanent-intermittent employee who has status and who has been furloughed for one (1) year shall then be laid off. Such permanent-intermittent employees on layoff up to three (3) years shall have the right of recall to permanent-intermittent

positions in seniority order, before additional permanent-intermittent employees are hired.

A permanent-intermittent employee who is laid off from a permanent full-time position shall retain his/her Article 13 recall rights.

SECTION 5. SCHEDULING, FURLOUGH, LAYOFF, RECALL AND TRANSFER IN DEPARTMENTS OTHER THAN THE UIA AND WDA.

The scheduling, hours of work, furlough, layoff, and recall of permanent-intermittent employees shall continue in accordance with current contract language unless negotiated otherwise in secondary negotiations. Any issues arising out of the employment of permanent-intermittent employees shall be discussed in Labor-Management Meetings.

Permanent-intermittent employees who have acquired status shall have transfer rights to other permanent-intermittent positions.

SECTION 6. REPORTS PROVIDED BY THE UIA.

The Appointing Authority shall continue to provide the Union with quarterly reports on use of permanent-intermittent and limited-term intermittent employees. The Union and the Employer shall meet as soon as possible after the effective date of this Agreement to determine what information on permanent-intermittent and limited-term intermittent employees is available and decide what information shall be provided the Union.

The Employer shall furnish to the Union without cost on a quarterly basis a Permanent-Intermittent and Limited-Term Intermittent Scheduling List and a Permanent-Intermittent Recall List of all employees in seniority order who have agreed to be scheduled or recalled as permanent-intermittent employees. Such lists shall include the employee's name, employee identification number, date of hire, and TKU number of all work locations to which the employee is willing to be scheduled or recalled.

**ARTICLE 20
MISCELLANEOUS**

SECTION 1. DEFINITIONS.

A. Appointing Authority.

Appointing Authority means the single Executive heading a principal Department or the Chief Executive Officer of a principal Department headed by a Board or Commission, or those persons authorized and

1 responsible to administer personnel and labor relations functions of the
2 Department, Board or Commission.

3
4 B. Employer.

5
6 Employer means the State Employer and all Departmental Employers
7 having employees in this Bargaining Unit.

8
9 C. Probationary Employee.

10
11 An employee who has not completed a required probationary period in
12 his/her current class/level according to applicable Civil Service Rules
13 and Regulations.

14
15 D. Weekday.

16
17 Weekday means Monday through Friday inclusive, excluding holidays.

18
19 SECTION 2. EFFECT OF AGREEMENT ON CIVIL SERVICE RULES AND
20 COMPENSATION PLAN, AND OTHER EXISTING TERMS AND
21 CONDITIONS OF EMPLOYMENT.

22
23 Wages, hours, and conditions of employment (which are mandatory
24 subjects of bargaining) in effect on the effective date of this Agreement shall,
25 except as addressed elsewhere herein, be maintained during the term of this
26 Agreement.

27
28 The parties adopt and incorporate herein the Compensation Plan and
29 Regulations and current Rules (excluding rules governing prohibited subjects of
30 bargaining) of the Civil Service Commission, except where the subject matter of
31 any Rule or provision of the Compensation Plan and Regulations is addressed in
32 this Agreement, in which event the provisions of this Agreement shall govern. If
33 the subject matter of a Rule or provision of the Compensation Plan and
34 Regulations is not addressed in this Agreement, such Rule or provision shall
35 govern.

36
37 Where any provision of this Agreement governing a proper subject of
38 bargaining is in conflict with any Civil Service Rule, the parties shall regard
39 Commission approval of this Agreement or portion thereof as an expression of
40 policy by the Commission that the parties are to be governed by such approved
41 provisions of this Agreement, and shall abide by such provisions. Respecting
42 any provisions not approved, the parties shall jointly petition the Commission to
43 amend any Rule which the Commission determines to conflict with such
44 unapproved provisions so as to be consistent therewith. The parties shall be
45 governed by the pertinent provisions of this Agreement to the extent the
46 Commission approves their petition. To the extent the Commission denies the

1 parties' petition, the current Rule(s) shall govern unless and until the parties
2 negotiate and arrive at a mutually agreed replacement. Such replacement shall
3 be immediately presented to the Commission for approval.

4
5 **SECTION 3. SECONDARY NEGOTIATIONS.**

6
7 Secondary negotiations may be conducted only on subjects specifically
8 delegated by this Agreement. No provisions of any secondary agreement shall
9 supersede or conflict with any provisions of the primary agreement, and no
10 secondary agreement shall become effective until it has been reviewed and
11 approved by the Union, the Office of the State Employer, and the Civil Service
12 Commission.

13
14 Any secondary negotiations will be scheduled and conducted in accordance
15 with Civil Service Rules and Regulations.

16
17 **SECTION 4. SAVINGS CLAUSE.**

18
19 Should any part of this Agreement, or any provision contained herein, be
20 declared invalid by operation of law or by any tribunal of competent jurisdiction,
21 including the Civil Service Commission, such invalidation of such part or
22 provision shall not invalidate the remaining portions hereof, which shall remain in
23 full force and effect. If the party(ies) appeal such declaration within the
24 applicable time limits, the affected provision of this Agreement shall remain in
25 effect unless prohibited by order of such tribunal. The parties agree that if such
26 part or provision is finally invalidated, they will collectively bargain, as
27 expeditiously as possible, to arrive at a mutually agreed replacement for such
28 part or provision. Such replacement shall be immediately presented to the Civil
29 Service Commission for approval.

30
31 **SECTION 5. NON-DISCRIMINATION.**

32
33 The Employer and the Union recognize their respective responsibilities
34 under and support Federal, State, and local laws relating to fair employment
35 practices. The Employer and the Union recognize the moral principles involved
36 in the area of civil rights and affirmative action and hereby affirm in this Collective
37 Bargaining Agreement their commitment not to discriminate because of race,
38 creed, religion, political partisanship, color, age, sex, national origin, ancestry,
39 sexual orientation, genetic information that is unrelated to the person's ability to
40 perform the duties of a particular job or position, marital status, disability, height,
41 or weight with regard to terms and conditions of employment, admittance to
42 Union membership, or representation of Union members.

43
44 There shall be no discrimination, interference, restraint or coercion by the
45 Employer or the Union against any employee because of Union membership or
46 activity or because of any activity protected by Civil Service Rules and

1 Regulations or permitted by this Agreement. Employees shall be protected from
2 reprisal for the lawful disclosure of the violation of law, rule or regulation or
3 mismanagement or abuse of authority.
4

5 The Union has the right to representation on all Departmental and/or
6 Agency affirmative action committees. Problems or questions regarding
7 affirmative action shall be subjects of Labor-Management Meetings unless an
8 affirmative action committee has been established in the Department and/or
9 Agency. In Departments and/or Agencies having such committees, the number
10 of Union Representatives shall be determined in secondary level negotiations.
11

12 **SECTION 6. WAGE ASSIGNMENTS AND GARNISHMENTS.**
13

14 The Employer shall not impose disciplinary action against an employee for
15 any wage assignments or garnishments. The Employer may engage in non-
16 disciplinary counseling with the employee. Where possible, the employee shall
17 be given advance notice of garnishments and details therein.
18

19 **SECTION 7. SEXUAL HARASSMENT.**
20

21 No employee shall be subjected to sexual harassment by another employee
22 during the course of employment in the State classified service. The Employer
23 will make a good faith effort to attempt to prevent sexual harassment. When
24 allegations of sexual harassment are made, the Employer will investigate them
25 and, if substantiated, take corrective action. The parties hereby incorporate Civil
26 Service Rules and Regulations regarding sexual harassment, except that any
27 grievance filed shall use the grievance procedure herein provided.
28

29 For the purposes of this policy, sexual harassment is unwanted conduct of a
30 sexual nature which adversely affects another person's conditions of employment
31 and/or employment environment. Such harassment includes, but is not limited
32 to:
33

- 34 A. Repeated or continuous conduct which is sexually degrading or
35 demeaning to another person;
36
37 B. Conduct of a sexual nature which adversely affects another person's
38 continued employment, wages, advancement, tenure, assignment of
39 duties, work shift, or other conditions of employment;
40
41 C. Conduct of a sexual nature that is accompanied by a threat, either
42 expressed or implied, that continued employment, wages, advancement,
43 tenure, assignment of duties, work shift, or other employment conditions
44 may be adversely affected.
45
46

1 SECTION 8. POLYGRAPH TESTS.

2
3 No employee shall be required to take a polygraph examination, and no
4 disciplinary action shall be taken against any employee for refusing to take a
5 polygraph examination. However, if any employee consents to a polygraph
6 examination, the results of that examination may not be used or offered in any
7 judicial or quasi-judicial proceeding (other than grievance-arbitration proceedings
8 under this Agreement) unless required by court order.
9

10 SECTION 9. ACCESS TO WORK RULES.

11
12 A copy of all current policies, procedure manuals, personnel releases, work
13 rules, regulations, this Agreement, and any other documents concerning an
14 employee's rights, obligations, conduct, standards and performance
15 requirements shall be made reasonably available upon the employee's request.
16

17 SECTION 10. SMOKING.

18
19 Consistent with the provisions of Executive Order 1992-3, as it may be
20 amended, the use of any tobacco product is prohibited in any owned or leased
21 State Government facility.
22

23 SECTION 11. ERGONOMICS.

24
25 The Employer agrees that, within budgetary and operational limitations,
26 proven ergonomic principles will be a factor in the selection of new office
27 equipment for use with video display terminals (VDT's), including VDT work
28 stations with adjustable chairs and backrests, footrests, adjustable tables and
29 keyboard holders. The Employer agrees to provide glare reducing screens and
30 wrist supports to use with video display terminals upon employee request. The
31 parties agree that issues related to ergonomics, including but not limited to the
32 topics detailed in the Union's 1988 Proposal on Ergonomics, are proper subjects
33 for discussion at Labor-Management or Health and Safety Subcommittee
34 Meetings.
35

36 SECTION 12. PRINTING OF THE AGREEMENT.

37
38 The Employer and the Union shall mutually proof this Agreement against
39 the tentative agreement ratified by the parties prior to final printing and
40 distribution. The Employer shall be responsible for the printing of the Agreement
41 and will provide copies to the Union upon request. Such copies shall be provided
42 at cost. The Union shall provide copies of this Agreement to employees; the
43 Employer shall be responsible for providing copies of this Agreement to
44 Management and supervisors of such employees.
45

1 **SECTION 13. LETTER OF UNDERSTANDING.**

2
3 As used in this Agreement, a Letter of Understanding is a written
4 understanding and/or agreement entered into between the Union and the State
5 Employer and ratified by the Civil Service Commission, which interprets, modifies
6 or amends one or more provisions of this Agreement or a secondary agreement;
7 they are enforceable only as to their terms. Local agreements (such as mutually
8 approved minutes of Labor-Management Meetings), while instructive as to those
9 parties' wishes, expectations, and intent, are not Letters of Understanding.

10
11 **SECTION 14. VOLUNTARY WORK SCHEDULE ADJUSTMENT PROGRAM.**

12
13 Employees in this Bargaining Unit shall be eligible to participate in the
14 Voluntary Work Schedule Adjustment Program, as provided in this Section.
15 Participation shall be on an individual and completely voluntary basis.

16
17 An employee may volunteer to participate in the program by submitting a
18 completed standard voluntary work schedule adjustment agreement form to his
19 or her supervisor/manager. The supervisor/manager and the Appointing Authority
20 shall respond, in writing, to all requests within twenty (20) working days.
21 Bargaining Unit employees shall continue to have the right, by not submitting a
22 standard agreement form, not to participate in either of the program's two plans.

23
24 Discretion to approve or disapprove an employee's request to participate in
25 Plan A or Plan C is reserved to the supervisor/manager and Appointing Authority,
26 based upon whether such participation would adversely impact upon the
27 department's operations and/or budget. Once approved, the individual
28 agreement may be terminated by the Appointing Authority or the employee upon
29 giving ten (10) working days written notice to the other (or less, upon agreement
30 of the employee and the Appointing Authority). Termination shall be at the end of
31 the pay period. Termination of the Agreement by the Appointing Authority shall
32 not be grievable.

33
34 A. Plan A. Biweekly scheduled hours reduction.

35
36 (1) Eligibility.

37
38 Only full-time employees who have satisfactorily completed 1,040
39 hours in the State classified service shall be eligible to participate in
40 Plan A.

41
42 (2) Definition.

43
44 With the approval of the supervisor/manager and the Appointing
45 Authority, an eligible employee may elect to reduce the number of
46 hours for which the employee is scheduled to work by one (1) to

sixteen (16) hours per pay period. The number of hours by which the work schedule is reduced shall remain constant for the duration of the Agreement. The employee may enroll for a minimum of one pay period. The standard hours per pay period for the employee to receive the benefits of paragraphs 3 and 4 below shall be adjusted downward from eighty (80) by the number of hours by which the work schedule is reduced, but not to an amount less than sixty-four (64.0) hours. Time off on a Plan A reduced work schedule will count against an employee's twelve (12) work week leave entitlement, if it is determined based on information provided to the Employer in accordance with the Act that such time off is for a qualifying purpose under the federal Family and Medical Leave Act.

(3) Insurances.

All State-sponsored group insurance programs, including long term disability insurance, in which the employee is enrolled shall continue without change in coverages, benefits or premiums.

(4) Leave Accruals and Service Credit.

Annual leave and sick leave accruals shall continue as if the employee had worked or was in approved paid leave status for eighty (80) hours per pay period for the duration of the Agreement. State service credit shall remain at eighty (80) hours per pay period for purposes of longevity compensation, pay step increases, employment preference, holiday pay, and hours until rating. Employees shall incur no break in service due to participation in Plan A.

B. Plan C. Leave of Absence.

(1) Eligibility.

Full-time and part-time employees who have satisfactorily completed 1,040 hours in the State classified service shall be eligible to participate in Plan C. Permanent-intermittent employees are not eligible to participate.

(2) Definition.

With the approval of the supervisor/manager and the Appointing Authority, an employee may elect to take one (1) unpaid leave of absence during the fiscal year for a period of not less than one (1) pay period and not more than three (3) months per fiscal year. The three (3) month period is not intended to be cumulative. Time off

on Plan C leave will count against an employee's twelve (12) work week leave entitlement, if it is determined based on information provided to the Employer in accordance with the Act that such time off is for a qualifying purpose under the federal Family and Medical Leave Act.

(3) Insurances.

All State-sponsored group insurance programs in which the employee is enrolled shall be continued without change in coverage, benefits, or premiums for the duration of the leave of absence, with the exception of long term disability (LTD) insurance, by the employee pre-paying the employee's share of the premiums for the entire period of the leave of absence. LTD coverage will not continue during the leave of absence, but will be automatically reinstated immediately upon termination of the leave of absence. If an employee is enrolled in the LTD insurance program at the time the leave of absence is initiated and becomes eligible for disability benefits under LTD during the leave of absence, and is unable to report to work on the agreed-upon termination date for the leave of absence, the return-to-work date shall become the date established for the disability, with the commencement of sick leave and LTD benefits when the sick leave or waiting period is exhausted, whichever occurs later.

(4) Leave Accruals.

Accumulated annual leave, personal leave, and sick leave balances will automatically be frozen for the duration of the leave of absence. The employee will not accrue leave credits during the leave of absence.

(5) Service Credit.

An employee shall incur no break in service due to participating in Plan C. However, no state service credit will be granted for any purpose.

SECTION 15. LOUNGE AND/OR EATING AREAS.

Where current practice so provides and where operational needs permit, the Employer will continue to provide adequate employee lounge and/or eating areas in non-public locations separated from employees' normal areas of work. Such lounge and/or eating areas shall include employer provided furniture, such as but not limited to tables and chairs and, where feasible, and within budgetary and operational limitations, electrical outlets. When leasing new office space and/or

1 renewing existing leases, the feasibility of providing lounge or eating areas will be
2 a consideration. The issue of providing employees with such lounge and/or
3 eating areas where current practice does not so provide will, upon request, be a
4 subject of secondary level negotiations, provided that no obligation shall exist for
5 the employer to negotiate such issue for work sites where space is not available.
6 The Employer reserves the right to change lounge and/or eating areas due to
7 operational requirements. The proposed removal or relocation of lounge and/or
8 eating areas due to operational requirements shall be an appropriate subject for
9 labor-management meetings provided for in Article 10 of this Agreement.

10
11 **ARTICLE 21**
12 **NO STRIKE - NO LOCKOUT**
13

14 No employee shall engage in a strike against the Employer. Any employee
15 taking part in such strike shall be subject to the provisions of the Civil Service
16 Rules and Regulations.

17
18 Upon receipt of written notice from the Employer to the Union's President,
19 or in his/her absence to a principal Union officer, the Union hereby agrees that it
20 shall meet with the Employer in order to clarify the situation and take positive
21 measures to terminate any such violation by an employee or group of
22 employees.

23
24 Neither the Employer, nor any of its officers, agents, or representatives,
25 individually or collectively, shall authorize, instigate, cause, aid, or condone any
26 lockout.

27
28 **ARTICLE 22**
29 **ECONOMICS**
30

31 **SECTION 1. GENERAL WAGE INCREASE.**
32

33 A. Fiscal Year 2012-2013.

34 1. On October 1, 2012 the base hourly rate in effect at 11:59 p.m. on
35 September 30, 2012, for each step in the Bargaining Unit shall be
36 increased by 1% (one percent).
37

38 2. At the end of the first full pay period in October, 2012, each full-time
39 employee who is on the payroll as of October 2, 2012, and who has
40 accumulated no less than two thousand eighty (2080) hours of
41 current continuous service since October 1, 2011, shall be paid a
42 one-time cash payment of 1% of the annualized base hourly rate of
43 pay in effect as of October 2, 2012, which shall not be rolled into the
44 base wage. For a full-time employee who has accumulated less than
45 two thousand eighty (2080) hours of current continuous service since
46 October 1, 2011, this payment shall be pro-rated based on the ratio

between the employee's actual continuous service hours earned after October 1, 2011, and two thousand eighty (2080) hours, times 1% of the annualized base hourly rate of pay in effect as of October 2, 2012.

At the end of the first full pay period in October, 2012, or the first subsequent pay period in Fiscal Year 2012-13 for which the employee receives a pay check, each permanent-intermittent employee, part-time employee or seasonal employee, who is on the payroll as of October 2, 2012, and who was either: 1) on the payroll on October 1, 2011, 2) on furlough on October 1, 2011, 3) on seasonal layoff on October 1, 2011, who has accumulated less than two thousand eighty (2080) hours of current continuous service between October 1, 2011, and September 30, 2012, shall be paid a one-time cash payment which shall not be rolled into the base wage. For each such employee, this payment shall be pro-rated based on the ratio between the employee's actual continuous service hours earned between October 1, 2011, and September 30, 2012, and two thousand eighty (2080) hours, times 1% of the annualized base hourly rate of pay in effect as of October 2, 2012.

B. Fiscal Year 2013-2014.

1. At the end of the first full pay period in October, 2013, each full-time employee who is on the payroll as of October 2, 2013, and who has accumulated no less than two thousand eighty (2080) hours of current continuous service since October 1, 2012, shall be paid a one-time cash payment of 1% of the annualized base hourly rate of pay in effect as of October 2, 2013, which shall not be rolled into the base wage. For a full-time employee who has accumulated less than two thousand eighty (2080) hours of current continuous service since October 1, 2012, this payment shall be pro-rated based on the ratio between the employee's actual continuous service hours earned after October 1, 2012, and two thousand eighty (2080) hours, times 1% of the annualized base hourly rate of pay in effect as of October 2, 2013.

At the end of the first full pay period in October, 2013, or the first subsequent pay period in Fiscal Year 2013-14 for which the employee receives a pay check, each permanent-intermittent employee, part-time employee or seasonal employee, who is on the payroll as of October 2, 2013, and who was either: 1) on the payroll on October 1, 2012, 2) on furlough on October 1, 2012, 3) on seasonal layoff on October 1, 2012, who has accumulated less than two thousand eighty (2080) hours of current continuous service between October 1, 2012, and September 30, 2013, shall be paid a one-time cash payment which shall not be rolled into the base wage.

For each such employee, this payment shall be pro-rated based on the ratio between the employee's actual continuous service hours earned between October 1, 2012, and September 30, 2013, and two thousand eighty (2080) hours, times 1% of the annualized base hourly rate of pay in effect as of October 2, 2013.

SECTION 2. GROUP INSURANCE ELIGIBILITY.

New hires will be permitted to enroll in group insurance plans for which they are eligible during their first thirty-one (31) days of employment. Eligibility for coverage under such plans is the first day of the biweekly pay period after enrollment, except for life insurance which shall be effective on the first day of employment.

Employees who are not working during the open enrollment period for health, dental, vision, life, and LTD shall be offered open enrollment by the Employer in the above insurances on their first return to work date after the open enrollment period, if they are eligible according to the terms of such insurances.

SECTION 3. THE STATE HEALTH PLAN.

Effective January 1, 2003, the existing Basic and Major Medical Plan (State Health Plan Advantage) shall be replaced with the PPO plan which shall be known as the "State Health Plan." State Health Plan in- and out-of-network benefits and applicable deductibles and co-payments are outlined in Appendix J. The Rules for Network Use are outlined in Appendix C-7.

See Appendix J-1 for the New State Health Plan PPO (NSHP PPO) and New HMO (NHMO) health care coverage for eligible employees hired on or after April 1, 2010.

A. Premium Splits.

Except as provided in Section 12 below, the Employer shall pay 95% of the premium, and the enrolled employee shall pay 5% of the premium for the State Health Plan.

Effective October 1, 2008, except as provided in Section 12 below, the employer shall pay 90% of the premium, and the enrolled employee shall pay 10% of the premium for the State Health Plan.

Effective the first full pay period in October, 2012, the following will apply to eligible employees enrolled in the State Health Plan PPO or an HMO. The State will pay 80% of the State Health Plan PPO premium with enrolled employees paying 20%. The State will pay up to 85% of the applicable HMO total premium, capped at the dollar amount which the

1 State pays for the same coverage code under the SHP PPO, with
2 enrolled employees paying the remainder.

3
4 B. Co-Pay.

5
6 Applicable co-payments for in- and out-of-network services under the
7 State Health Plan are set forth in Appendix J.

8
9 Effective October 1, 2008, there will be a \$15 co-pay for an office visit,
10 and a \$50 co-pay for emergency room visits if the patient is not admitted
11 to the hospital. All other applicable co-payments for in-network and out-
12 of-network services under the State Health Plan are set forth in
13 Appendix J.

14
15 C. Deductibles and Out of Pocket Maximums for the State Health Plan.

16
17 Effective January 1, 2003, the deductibles under the State Health Plan
18 shall be \$200/individual and \$400/family per calendar year for in-network
19 services and \$500/individual and \$1,000/family per calendar year for out-
20 of-network services.

21
22 Effective January 1, 2009 the deductibles under the State Health Plan
23 shall be \$300/individual and \$600/family per calendar year for in-network
24 services and \$600/individual and \$1,200/family per calendar year for out-
25 of-network services.

26
27 The maximum out of pocket cost per individual shall be \$1,000 and
28 \$2,000/family per calendar year for in-network services and
29 \$2,000/individual and \$4,000/family per calendar year for out-of-network
30 services. The deductible does not apply towards the maximum out of
31 pocket cost.

32
33 SECTION 4. STATE HEALTH PLAN PROVISIONS.

34
35 A. State Health Plan Components.

36
37 The Union shall continue to be entitled to participate as a member of the
38 Labor-Management Health Care Committee.

39
40 The committee will continue to review and monitor the progress of
41 the actual implementation of the State Health Plan.

42
43 It is understood that each exclusively recognized employee
44 organization will be entitled to designate one (1) representative to
45 participate in the Labor-Management Health Care Committee.
46

The Plan consists of the following principal components: pre-certification of all hospital inpatient admissions; second surgical opinion; home health care; and alternative delivery systems.

(1) Pre-certification of Hospital Admission and Length of Stay. The pre-certification for admission and length of stay component of the plan requires that the attending physician submit to the Third Party Administrator (TPA) the diagnosis, plan of treatment and expected duration of admission. If the admission is not an emergency, the submission must be made by the attending physician and the review and approval granted by the TPA prior to admitting the covered individual into the acute care facility. If the admission occurs as an emergency, the attending physician is required to notify the TPA by telephone with the same information on the next regular working day after the admission occurs. If the admission is for a maternity delivery, advance approval for admission will not be required; however, the admitting physician must notify the TPA before the expected admission date to obtain the length-of-stay approval. There will be no limitation on benefits caused by the attending physician's failure to obtain pre-admission certification.

(2) Second Surgical Opinion. Effective January 1, 2003, an individual covered under the State Health Plan will be entitled to a second surgical opinion. If that opinion conflicts with the first opinion, the individual will be entitled to a voluntary third surgical opinion. Second and third surgical opinions shall be subject to a \$10 in-network office call fee or covered at 90% after the deductible if obtained out-of-network.

Effective 10-1-08, second and third surgical opinions shall be subject to a \$15 in-network office call fee or covered at 90% after the deductible if obtained out-of-network.

(3) Home Health Care. A program of Home Health Care and Home Care Services to reduce the length of hospital stay and admissions shall also be available at the employee's option. This component requires that the attending physician contact the Third Party Administrator to authorize home health care service in lieu of a hospital admission or a continuation of a hospital confinement.

The attending physician must certify that the proper treatment of the disease or injury would require continued confinement as a resident inpatient in a hospital in the absence of the services and supplies provided as a part of the Home Health Care Plan. If appropriate, certification will be granted for an estimated number of visits within a specified period of time. The details of the types of

services and charges that shall be covered under this component include part-time or intermittent nursing care by a registered nurse (R.N.) or licensed practical nurse if an R.N. was not available; part-time or intermittent home health aid services; physical, occupational and speech therapy; medical supplies, drugs and medicines prescribed by a physician, and laboratory services provided by or on behalf of a hospital, but only to the extent that they would have been covered if the individual had remained or been confined in the hospital. Home Health Care services under the SHP will be continued. Details of the covered services will be provided in the SHP benefit booklet. Home Health Care shall be available at the patient's option in lieu of hospital confinement. To receive home health care services, a patient shall not be required to be homebound. Home infusion therapy shall be covered as part of the Home Health Care benefit or covered by its separate components (e.g., durable medical equipment and prescription drugs).

- (4) Alternative Delivery Systems. The State Health Plan shall also provide hospice care and birthing center care benefits to employees and enrolled family members. To be eligible for the hospice care benefit, the covered individual must be diagnosed as terminally ill by the attending physician and/or hospice medical director with a medical prognosis of six months or less life expectancy. Covered hospice benefits include physical, occupational, and speech language therapy; home health aid services; medical supplies; and nursing care. Covered hospice benefits are not subject to the individual deductible or any co-payment and will be paid only for services rendered by federally certified or state licensed hospices. Hospice services covered under the SHP will be continued. Details of the covered service will be provided in the SHP booklet. Both hospice care and birthing center care shall be available to employees at their option in lieu of hospital confinement. Birthing center care is covered under the delivery and nursery care benefit set forth in Appendix J.

B. Prescription Drugs.

Bargaining Unit members who are covered by the State Health Plan will be enrolled in the prescription drug PPO. The Employer shall continue an optional mail order plan for maintenance prescription drugs. Effective January 1, 2003, the employee co-pay shall be \$7 per prescription for generic drugs and a \$12 co-pay per prescription for brand name drugs for both the retail and mail order drug plans. The brand name co-payment level will apply even when there is no generic substitute, as well as to DAW prescriptions. Effective January 1, 2004, the employee co-pay shall be \$15 per prescription for brand name drugs for both the

1 retail and mail order drug plans. Effective October 1, 2005, the employee
2 co-pay for non-preferred brand name drugs will be \$30.00.
3

4 Effective October 1, 2008, the plan will include the programs of:
5 Generics Preferred, Step Therapy and Drug Quantity Management. The
6 employee co-pay at retail shall be \$10 per prescription for generic drugs,
7 \$20 per prescription for preferred brand name drugs, and \$40 for non-
8 preferred brand name drugs. The employee co-pay at mail order shall be
9 \$20 per prescription for generic drugs, \$40 per prescription for preferred
10 brand name drugs, and \$80 for non-preferred brand name drugs. The
11 brand name co-payment level will apply even when there is no generic
12 substitute, as well as to DAW prescriptions. Under the Generics
13 Preferred program, a prescription marked DAW may result in an
14 additional charge to the employee of the difference in cost between the
15 generic and the brand name drug dispensed.
16

17 Brand name drugs determined to be non-preferred because of the
18 availability of a generic equivalent or a therapeutically or chemically
19 equivalent brand name drug shall be so designated by the pharmacy
20 and therapeutics committee comprised of independent physicians across
21 various specialties. The State of Michigan shall have no decision making
22 authority in such determination.
23

24 Prescriptions purchased at non-participating pharmacies must be
25 paid for by the plan member who then remits receipts to the vendor for
26 reimbursement. The amount of the reimbursement will not exceed the
27 amount the vendor would have paid to a participating pharmacy and will
28 not include the applicable co-payment.
29

30 The member card shall identify all the participating pharmacies
31 within a 30-mile distance of the plan member's home address zip code
32 or, if there are more than 30 such participating pharmacies, the 30
33 participating pharmacies that are closest to the plan member's home.
34

35 Zyban and Nicotrol nasal spray for smoking cessation shall be
36 included under the prescription drug benefit.
37

38 All maintenance drugs filled at a participating retail pharmacy will
39 only be approved up to a 34 day supply.
40

41 **C. Mental Health/Substance Abuse Services.**
42

43 Benefits for in-patient and out-patient mental health care and substance
44 abuse services shall be as outlined in Appendix J. If there is no network
45 provider within a reasonable distance from the member's home address
46 (as determined by the Director of the Employee Benefits Division), the

1 vendor will authorize payment for covered services which are provided
2 by a non-network provider as permitted under the State Health Plan in
3 effect prior to the implementation of the PPO.
4

5 The State Health Plan will maintain a system of alternative provider
6 referrals and equivalent covered expense reimbursement which assures
7 that, at the patient's option, network providers to whom the patient is
8 referred are neither State employees nor providing services to a State
9 agency at a worksite where the State employee is employed.
10

11 D. Hearing.
12

13 The State's hearing care program shall continue to be a benefit under
14 the State Health Plan. Such program shall include those benefits
15 currently provided, including audiometric exams, hearing aid evaluation
16 tests, hearing aids and fitting and binaural hearing aids when medically
17 appropriate, subject to a \$10 office call fee for the examination, and shall
18 be available once every 36 months unless hearing capacity changes to
19 the degree determined upon advice by the State Health Plan's medical
20 policy team and audiology professionals. Effective October 1, 2008, the
21 office call fee shall be \$15.
22

23 E. Wellness and Preventive Services.
24

25 Effective January 1, 2006, wellness and preventive coverage in
26 accordance with the State Health Plan as outlined in Appendix J will be
27 subject to a maximum plan payment of \$1,500 for in-network services
28 per individual per calendar year. There shall be no coverage for
29 wellness and preventive services received out-of-network.
30

31 Effective January 1, 2006, the cost for a colonoscopy exam (one
32 every ten years beginning at age 50), and the cost for childhood
33 immunizations will not be applied toward the calendar year maximum.
34 These services will be covered at 100% in-network with no deductible
35 and out-of-network at 90% after the deductible.
36

37 F. Weight Loss.
38

39 Expenses of weight-loss clinic attendance are covered up to a lifetime
40 limit of \$300, if conditions are met as specified in either (1) or (2) below:
41

- 42 (1) Employee or covered dependent is obese (defined as being more
43 than 100 pounds overweight or more than 50% over ideal weight),
44 and weight loss clinic attendance is prescribed by a licensed
45 physician and confirmed by a second opinion; or
46

(2) Employee or covered dependent is more than 50 pounds overweight or more than 25% over ideal weight, has a diagnosed disease for which excess weight is a complicating factor, and weight-loss clinic attendance is prescribed by a licensed physician and confirmed by a second opinion.

Note: the \$300 amount will not apply to the State Health Plan and deductible.

G. Orthopedic Inserts.

Medically necessary orthopedic inserts for shoes, when prescribed by a licensed physician, are covered under the State Health Plan. This benefit is included under the durable medical equipment benefit in Appendix J.

H. Blood Storage.

Storage costs for blood that is self-donated by an employee or covered dependent in preparation for his/her own scheduled surgery is covered by the State Health Plan subject to the individual deductible.

I. Disease Management Program.

The disease management program currently known as Blue Health Connection shall be included under the State Health Plan as a covered benefit on a voluntary basis.

J. Survivor Conversion Option.

Health Plan coverage for enrolled dependents will cease the 30th day after an employee's death, unless the covered employee is eligible for an immediate pension benefit from the State Employee's Retirement System or unless the dependents elect continued plan coverage in accordance with the provisions of the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA).

K. Health Risk Appraisal Program.

The parties agree to continue extending the Health Risk Appraisal Program to Bargaining Unit members during the term of this Agreement. Such program shall consist of a health assessment questionnaire to be completed by the participant, a mechanism for obtaining and recording current clinical data on vital health status measures (e.g., blood pressure, cholesterol levels, height/weight) for each participant, and feedback reports consisting of individual group profiles. The program shall safeguard participant data from unauthorized release to the

1 Employer, the Union, or third parties.

2
3 L. Open Enrollment.

4
5 There shall be an annual open enrollment period offered to Unit
6 members in July or August of each year of this Agreement.

7
8 M. Smoking Cessation/Abatement Assistance.

9
10 The State shall continue a program for reimbursing employees for the
11 fee they paid for enrolling in, and completing, a smoking
12 cessation/abatement program approved by their Appointing Authority.
13 The following conditions shall apply:

- 14
15 (1) The reimbursement will be available for the employee's
16 participation only. Expenses incurred by the employee's
17 dependents are not reimbursable, even if the employee paid part or
18 all of them.
19
20 (2) The reimbursement shall be available on a one-time-only basis.
21
22 (3) The amount of the reimbursement shall not exceed \$50.00.
23
24 (4) The employee shall be required to produce proof satisfactory to the
25 Appointing Authority that the employee has completed the program,
26 as well as receipts for having paid the enrollment fee. No
27 reimbursement shall be required if a smoking cessation/abatement
28 program is available to the employee through his/her health care
29 coverage at no additional charge.
30
31 (5) This program shall not be considered a part of the State Health
32 Plan, and reimbursements are not payable through the State Health
33 Plan. The reimbursement shall be paid to eligible employees by the
34 Departmental Employer.

35
36 Transdermal Patches: Bargaining Unit members shall continue to
37 be eligible, on a one-time-only basis, for reimbursement of the cost of
38 transdermal patches, less the \$2.00 co-payment, and accompanying
39 smoking cessation counseling not otherwise available as a covered
40 benefit under the health plan in which the employee is enrolled. An
41 employee who has already received reimbursement for transdermal
42 patches under any program sponsored by the State shall not be eligible
43 for this benefit. Reimbursement shall be made by the Departmental
44 Employer.
45
46

1 N. Subrogation.

2
3 In the event that a participant receives services that are paid by the
4 State Health Plan (SHP) or is eligible to receive future services under the
5 SHP, the SHP shall be subrogated to the participant's rights of recovery
6 against and is entitled to receive all sums recovered from any third party
7 who is or may be liable to the participant, whether by suit, settlement, or
8 otherwise, to the extent of recovery for health related expenses. A
9 participant shall take such action, furnish such information and
10 assistance, and execute such documents as the SHP may request to
11 facilitate enforcement of the rights of the SHP and shall take no action
12 prejudicing the rights and interests of the SHP.
13

14 O. Reimbursement for Certain Services and Equipment.

15
16 The reimbursement for in-network and out-of-network chiropractic,
17 private duty nursing and acupuncture therapy shall be 90% after the
18 deductible is met.
19

20 P. Office Visits and Consultations.

21
22 Effective January 1, 2003, in-network office visits and office
23 consultations will be subject to a \$10 co-pay and will not be applied
24 toward the individual or family deductible. Out-of-network office visits
25 and office consultations shall be covered at 90% after the deductible is
26 met. Effective October 1, 2008, the co-pay for office visits and office
27 consultations shall be \$15.
28

29 Q. In- and Out-of-Network Access.

30
31 In- and out-of-network access is described in Appendix C-27, which
32 includes rules for network use.
33

34 R. Effective October 1, 2005, in-network chiropractic spinal manipulation
35 will be subject to a \$10 co-pay and will not be subject to the deductible.
36 Effective October 1, 2008, in-network chiropractic spinal manipulation
37 will be subject to a \$15 co-pay and will not be subject to the deductible.
38 Out-of-network chiropractic spinal manipulation shall be covered at 90%
39 after the deductible is met.
40

41 S. A PPO network for durable medical equipment (DME) and prosthetic and
42 orthotic appliances will be integrated into the SHP PPO with in-network
43 reimbursed at 100% and out-of-network reimbursed at 80% of approved
44 charges. No deductible will be required.
45
46

1 **SECTION 5. HEALTH MAINTENANCE ORGANIZATIONS (HMOS).**

2
3 As an alternative to the State-sponsored health insurance program,
4 enrollment in an HMO shall be offered to those employees residing in areas
5 where qualified licensed HMOs are in operation. The State shall pay the same
6 dollar value contribution toward HMO membership (per enrolled employee) as is
7 paid to the State-sponsored health insurance program for both employee and
8 employee/dependent coverage, except where the membership cost is less than
9 the State-sponsored health insurance program premium. In such case, the State
10 shall pay that rate published by the Employee Benefits Division. If an employee
11 moves to a new permanent residence outside the service area of the authorized
12 HMO in which she/he is enrolled, the employee may transfer such enrollment to
13 the State Health Plan or to another authorized HMO serving the new residence
14 area. The parties agree to meet annually through the Labor-Management Health
15 Care Committee to discuss HMO costs and make recommendations for changes
16 in order to keep HMOs affordable. Effective October 1, 2008 the Employer shall
17 pay 95% of the HMO premium up to the amount paid for the same coverage
18 code under the State Health Plan PPO.

19
20 **SECTION 6. LIFE INSURANCE.**

21
22 The Employer shall provide a State-sponsored group life insurance plan
23 which has a death benefit equal to 2.0 times annual salary rounded up to the
24 nearest \$1,000. The Employer shall pay 100% of the premium for this benefit.

25
26 The employee shall pay 100% of premiums for covered dependents. There
27 shall be no age ceiling for coverage for handicapped dependents, and such
28 additional coverage shall be provided without increased premium cost. A
29 dependent will be considered handicapped if she/he is unable to earn his/her
30 own living because of mental retardation or physical handicap and depends
31 chiefly on the employee for support and maintenance.

32
33 The employee may choose one from among five levels of dependent
34 coverage:

- 35
36 • Spouse for \$1,500; child(ren) for \$1,000
37 • Spouse for \$5,000; child(ren) for \$2,500
38 • Spouse for \$10,000; child(ren) for \$5,000
39 • Spouse for \$25,000; child(ren) for \$10,000
40 • Spouse for \$0; child(ren) for \$10,000

41
42 Dependent coverage for children shall be limited to infants 15 days or older.

43
44 The Employer agrees to continue the line-of-duty accidental death benefit of
45 \$100,000.

1 **SECTION 7. GROUP DENTAL PLANS.**

2
3 **A. Premium and Benefit Levels.**

4
5 Except as provided in Section 12 below, the Employer shall pay 95% of
6 the applicable premium for employees enrolled in the State Dental Plan.
7 Benefits payable under the State Dental Plan will be as follows:

- 8
9 (1) 90% of actual fee or usual, customary and reasonable fee, which-
10 ever is lower, for restorative, endodontic, and periodontic services
11 (X-rays, fillings, root canals, inlays, crowns, etc.).
12
13 (2) There shall be a yearly maximum benefit of \$1,500 per person,
14 which does not include orthodontics. For orthodontics there shall
15 be a separate \$1,500 lifetime maximum benefit.

16
17 **B. Covered Dental Expenses.**

18
19 The State Dental Plan will pay for incurred claims for employee and/or
20 enrolled dependents at the applicable percentage of either the actual fee
21 or the usual, customary and reasonable fee, whichever is lower, for the
22 dental benefits covered under the State Dental Plan for each covered
23 person in each 12-month period (Fiscal Year) exclusive of orthodontics
24 for which there is a separate lifetime maximum benefit.

- 25
26 (1) The following services will be paid at the 100% benefit level:

27
28 a. Diagnostic Services:

- 29 • Oral examinations and consultations twice in a Fiscal Year.
30 • Effective October 1, 2005, oral exfoliative cytology (brush
31 biopsy) will be covered when warranted from a visual and
32 tactile examination.

33
34 b. Preventive Services:

- 35 • Prophylaxis - teeth cleaning three times in a Fiscal Year;
36 • Topical application of fluoride for children up to age 19, twice
37 in a Fiscal Year;
38 • Space maintainers for children up to age 14, unless an older
39 age is specifically authorized by the dental plan
40 administrator.

- 41
42 (2) The following services will be paid at the 90% benefit level:

43
44 a. Radiographs:

- 45 • Bite-wing X-rays once in a fiscal year unless special need is
46 shown to the satisfaction of the dental plan administrator;

- Full mouth X-rays once in a five-year period unless special need is shown to the satisfaction of the dental plan administrator.
 - b. Restorative Services:
 - Amalgam, silicate, acrylic, porcelain, plastic, and composite restorations;
 - Gold inlay and outlay restorations.
 - c. Oral Surgery:
 - Extractions, including those provided in conjunction with orthodontic services;
 - Cutting procedures;
 - Treatment of fractures and dislocation of the jaw.
 - d. Endodontic Services:
 - Root canal therapy;
 - Pulpotomy and pulpectomy services for partial and complete removal of the pulp of the tooth;
 - Periapical services to treat the root of the tooth.
 - e. Periodontic Services
 - Periodontal surgery to remove diseased gum tissue surrounding the tooth;
 - Adjunctive periodontal services, including provisional splinting to stabilize teeth, occlusal adjustments to correct the biting surface of a tooth, and periodontal scaling to remove tartar from the root of the tooth;
 - Treatment of gingivitis and periodontitis diseases of the gums and gum tissue.
- (3) The following prosthodontic services will be paid at the 50% benefit level:
- Repair or rebasing of an existing full or partial denture;
 - Initial installation of fixed bridgework;
 - Initial installation of partial or full removable dentures (including adjustments for six months following installation);
 - Construction and replacement of dentures and bridges (replacement of existing dentures or bridges is payable when five years or more have elapsed since the date of the initial installation).
- (4) The following orthodontic services will be paid at the 60% benefit level:
- Minor treatment for tooth guidance;

- Minor treatment to control harmful habits;
- Interceptive orthodontic treatment;
- Comprehensive orthodontic treatment;
- Treatment of an atypical or extended skeletal case;
- Post treatment stabilization;
- Separate lifetime maximum \$1,500 per each enrollee;
- Orthodontic services for dependents up to age 25, if dependent is a full-time student; for enrolled employee and employee's spouse (if enrolled), no maximum age.

C. Point-of-Service PPO.

Bargaining Unit members and dependents enrolled in the State Dental Plan may avail themselves of improved benefit levels at no additional cost to the Plan by utilizing Dental Care providers who are members of the "Dental Point-of-Service PPO." The benefit levels and co-payment levels for specific services are as provided below. Enrolled employees and dependents utilizing dental care providers who are not members of the Dental Point-of-Service PPO shall be subject to current coverage levels and benefits described in Subsections 2 and 3 of this Section.

<u>Benefit</u>	<u>Current Level</u>	<u>Point-of-Service PPO Level</u>
Diagnostic Services (Exams)	100%	100%
Preventive Services	100%	100%
Radiographs	90%	100%
Restorative (Fillings)	90%	100%
Oral Surgery (Extractions)	90%	100%
Endodontics	90%	100%
Periodontics	90%	100%
Other Oral Surgery	90%	90%
Adjunctive Periodontic	90%	90%
Crowns	90%	90%
Prosthodontic Repairs	50%	100%
Dental Sealants	50%	70%
Fixed Bridgework	50%	70%
Partial Dentures	50%	70%
Full Dentures	50%	70%
Orthodontics	60%	75%
Annual Maximum	\$1,000*	\$1,000*
Lifetime Orthodontics Limit	\$1,500	\$1,500

*Note: See Subsection A (2) above for change in annual maximum.

1 D. Sealants.

2
3 Application of sealants shall be a covered benefit for permanent molars
4 only, which must be free from restoration or decay at the time of
5 application. Sealants shall be payable only up to the age of 14 years.
6 Payments will be made on a per-tooth basis. No benefit shall be payable
7 on the same tooth within three years following a previous sealant
8 application. The dental plan will pay 50% of the reasonable and
9 customary amount of the sealant application charge, with the employee
10 or covered dependent to pay the remainder of the charge. Under the
11 Dental Point-of-Service PPO, the Plan shall pay 70% of the charge.
12

13 E. Dental Maintenance Organization.

14
15 The Employer shall continue to offer Bargaining Unit employees the
16 option of voluntarily enrolling in the Dental Maintenance Organization
17 (DM0). The parties understand that the State-approved service area for
18 the DM0 program encompasses only certain geographical areas. The
19 DM0 will grant a properly completed out-of-area waiver application from
20 a Unit member. The parties also understand that all eligible dental
21 services must be provided by a DM0 network provider in order for
22 coverage to be in effect (except for emergency treatment for the
23 immediate relief of pain and suffering when the enrollee is more than fifty
24 miles from a participating provider, which will be reimbursed at fifty
25 percent (50%) of the usual, customary and reasonable rate of the
26 nonparticipating provider).
27

28 F. Preventive Dental Plan.

29
30 A preventive dental plan will continue to be made available as a
31 voluntary option for employees under the Flexible Benefits Plan provided
32 for in Section 12 of this Article.
33

34 G. Open Enrollment.

35
36 An annual open enrollment period shall be provided to all employees in
37 July or August of each year of this Agreement.
38

39 SECTION 8. VISION CARE PLAN.

40
41 Except as provided in Section 12 below, the Employer will provide a Vision
42 Care Plan paying 100% of the applicable premium for employees and
43 dependents enrolled in the plan. Benefits payable under the plan will be as
44 follows:
45
46

1 A. Plan Payments for Participating Providers:

- 2
- 3 (1) Examination - payable once in any 12-month period with an
- 4 employee co-payment of \$5.00.
- 5
- 6 (2) Lenses and Frames - payable once in any 24-month period with an
- 7 employee co-payment of \$7.50 for eyeglass lenses and frames and
- 8 \$7.50 for medically necessary contact lenses. However, the benefit
- 9 interval (for participating providers) shall be once in a 12-month
- 10 period if there has been a prescription change. Coverage includes
- 11 regular, bifocal, or trifocal lenses up to and including 71 millimeters
- 12 (mm.) in diameter; glass or plastic colorless lenses with a tint not to
- 13 exceed a rose #2; prism lenses; and special lenses (e.g., aphatic,
- 14 lenticular, and aspheric). The payment for eye glass frames shall
- 15 be the provider's (i.e., wholesale) cost or \$25, whichever is less,
- 16 plus a dispensing fee paid to the provider.
- 17
- 18 (3) Contact Lenses Not Medically Necessary -- the plan will pay a
- 19 maximum of \$90 and the employee shall pay any additional charge
- 20 of the provider for such lenses.
- 21

22 "Medically necessary" means that (a) the employee's visual

23 acuity cannot otherwise be corrected to 20/70 in the better eye or

24 (b) the employee has one of the following visual conditions:

25

26 Keratoconus, irregular astigmatism or irregular corneal

27 curvature.

28

29 B. Limitations on Plan Payments for Nonparticipating Providers

- 30
- 31 a. For Vision Testing Examinations: Once in any 12-month period,
- 32 the plan will pay 75% of the reasonable and customary charge
- 33 after it has been reduced by the member's co-payment of \$5.00.
- 34
- 35 b. For Eyeglass Lenses: The plan will pay the provider's charge or
- 36 the amount set forth below, whichever is less.
- 37

38 1. Regular Lenses:

39

Single Vision	\$13 per pair
Bifocal	\$20 per pair
Trifocal	\$24 per pair

40

41

42

43 2. Contact Lenses:

44

Medically necessary as defined in	
Subsection A.3 above	\$96 per pair

45

46

Not medically necessary \$40 per pair

3. Special Lenses:

For covered special lenses (e.g., Aphatic, Lenticular and Aspheric) the plan will pay 50% of the provider's charge for the lenses or 75% of the Average Covered Vision Expense Benefits paid to participating providers for comparable lenses, whichever is less.

4. Additional Charges for Plastic Lenses:

\$3.00 per pair, plus benefit provided above for covered lenses.

5. Additional Charges for Tints equal to Rose Tints:

#1 and #2 Tints \$3.00 per pair

6. Additional Charges for Prism Lenses:

\$2.00 per pair

When only one lens is required, the plan shall pay one-half of the applicable amount per pair shown above.

- c. For Eyeglass Frames: The plan will pay the provider's charges or \$14.75, whichever is less.

C. VDT/CRT Operators.

VDT/CRT operators who, while operating a VDT/CRT, require prescription corrective lenses that are different from those normally used, shall be eligible for reimbursement for lenses and frames on an annual basis at the rates provided herein. Such reimbursement shall be made by the Departmental Employer and shall include the co-pay requirements for the lenses and frames under this paragraph. These lenses and frames are in addition to those provided under the vision care insurance.

SECTION 9. FLEXIBLE BENEFITS PLAN.

A Flexible Benefits Plan shall be offered to all Bargaining Unit members during the annual enrollment process and shall be effective the first full pay period in the new fiscal year.

The Plan will consist of the group insurance programs with various options

1 available to Bargaining Unit members. Financial incentives will be paid to
2 employees who select: a Catastrophic Health Plan rather than the Standard
3 Health Plan coverage, a Preventive Dental coverage rather than the Standard
4 State Dental Plan or reduced life insurance coverage (one times salary or
5 \$50,000 rather than two times salary). In addition, members who elect no health
6 care or dental coverage will receive a financial incentive.

7
8 Changes in benefit selections may be made by employees each year during
9 the annual enrollment process or when there is a change in family status as
10 defined by the IRS.

11
12 Incentives are paid each year and are the same regardless of an employee's
13 category of coverage. For example, an employee enrolled in employee-only
14 coverage electing the Catastrophic Health Plan for FYO1-02 will receive \$1,300
15 as will an employee enrolled in full-family coverage electing the Catastrophic
16 Health Plan.

17
18 Incentives to be paid during each fiscal year will be determined in
19 conjunction with the annual rate setting process. The amount of the incentive to
20 be paid to employees selecting the lower-level life insurance coverage is based
21 on an individual's annual salary and the rate per \$1,000 of coverage, and
22 therefore may differ from employee to employee. Financial incentives under the
23 Flexible Benefits Plan to employees electing Catastrophic Health, no health care,
24 and/or reduced life plan will be paid on a biweekly basis. Those choosing the
25 Preventive Dental Plan or no dental plan will receive a lump sum payment.

26 27 SECTION 10. LONG TERM DISABILITY BENEFITS.

28
29 Long Term Disability (LTD) shall continue to be provided under current
30 practices. There shall not be a waiting/qualifying period for a recurrence of the
31 same disability within a 90 calendar day period.

32
33 Effective October 1, 2005, the eligibility period for Plan II claimants who
34 remain totally disabled shall be reduced from age 70 to age 65, or for a period of
35 12 months, whichever is greater.

36
37 Additionally, the benefit period for "mental/nervous" claims shall be limited to
38 twenty-four (24) months from the beginning of the time a claimant is eligible to
39 receive benefits. This limitation does not apply to mental health claims where the
40 claimant is under in-patient care. These changes shall only apply to new claims
41 made after September 30, 2005.

42
43 Effective October 1, 2002, the monthly maximum benefit will increase to
44 \$5,000 for disabilities beginning after September 30, 2002.

45
46 A. The Employer shall provide a rider to the existing LTD insurance

1 program. All employees who are enrolled in the LTD insurance program
2 shall be automatically covered by this rider. The rider shall provide
3 insurance which will pay directly to the carrier the full amount (100%) of
4 Health Insurance (or HMO) premiums while such employee is on LTD
5 insurance for a maximum of six months for each covered employee. The
6 Employer shall pay 100% of the cost of the premium for such rider. If not
7 prohibited by the IRS, an employee whose LTD rider has expired may
8 transfer immediately to a State-employee spouse's health plan.
9

- 10 B. Part-time and permanent-intermittent employees who work 40% or more
11 of full time will be eligible for LTD benefits. Premiums for eligible less
12 than full time employees shall be determined in accordance with the
13 current LTD premium schedule for full time employees. The benefit level
14 for employees who actually utilize the LTD benefit shall be based on the
15 employee's average biweekly hours worked the preceding fiscal year,
16 but the dollar amount of the benefit shall be calculated on the basis of
17 the employee's current hourly rate (the hourly rate in effect at the time
18 the employee actually goes on disability leave). Eligibility for coverage
19 shall be the first October 1 following completion of 12 months of
20 employment or at subsequent open enrollment periods which may be
21 established from time to time.
22

23 **SECTION 11. CONTINUATION OF GROUP INSURANCES.**
24

- 25 A. Subject to limitations below, employees laid off from active State
26 employment may elect to prepay the employee's share of premiums for
27 health, dental, vision, and life insurances for the two additional pay
28 periods after layoff by having such premiums deducted from their last
29 paycheck. The Employer shall pay the Employer's share of the premium
30 for health, dental, vision, and life insurances for two pay periods for all
31 employees who elect this option. Coverage for health, dental, vision, and
32 life insurances shall continue for these two pay periods.
33
- 34 B. Election of this option shall be available only once for permanent-
35 intermittent employees in a Fiscal Year (October 1 through September
36 30). Permanent employees who do not utilize the entire two pay periods
37 because of recall shall retain the full two pay periods of this option for full
38 use once in a Fiscal Year (October 1 through September 30).
39 Employees who are recalled to temporary appointments who did not
40 utilize this option when laid off from the permanent position during the
41 same Fiscal Year may do so at the expiration of the temporary
42 appointment. Employees who are recalled to temporary appointments in
43 a Fiscal Year during which they were not laid off from a permanent
44 position may utilize this option once during the Fiscal Year, at the
45 expiration of the temporary appointment. Election of this option under
46 paragraph A above shall not affect the eligibility of laid-off employees to

1 continue coverage as outlined in Paragraph C below.

2
3 C. Employees who are laid off may, at the time of the layoff, elect to
4 continue enrollment in the Group Basic and Major Medical Plan (or
5 HMO) and Life Insurance Plan by paying the full amount (100%) of the
6 premium. Such enrollment may continue until the employee is recalled or
7 for a period of three years, whichever occurs first. Such employee may
8 also elect to continue enrollment in the Group Dental and/or Group
9 Vision Plans by paying the full amount (100%) of the premium. Such
10 enrollment may continue until the employee is recalled or for a period of
11 18 months, whichever occurs first. In accordance with paragraphs A and
12 B of this Subsection, the Employer shall pay the Employer's share of
13 such premiums for two pay periods for employees selecting these
14 options.

15
16 D. Employees who are granted a leave of absence may elect to continue
17 enrollment in the Group Basic and Major Medical Plan (or HMO) at the
18 time the leave begins. Such employees shall be eligible for continued
19 enrollment during the leave of absence by paying the full amount (100%)
20 of the premium. Employees who are enrolled in the LTD insurance
21 program are covered by a rider that pays the full amount of health
22 insurance or HMO premiums while the employee is on LTD insurance for
23 a maximum of six months (see Section 10). Employees who are granted
24 a leave of absence may also elect, at the time the leave begins, to
25 continue enrollment in the Life Insurance Plan for up to 12 months by
26 paying the full amount (100%) of the premium. Such employees may
27 likewise elect to continue enrollment in the Group Dental Plan and/or
28 Group Vision Plan for up to 18 months by paying the full amount (100%)
29 of the premium.

30
31 E. The State recognizes its obligations under the provisions of the
32 Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA), in
33 case of a qualifying event as defined by that statute.

34
35 SECTION 12. GROUP INSURANCE PREMIUMS FOR LESS THAN FULL-
36 TIME EMPLOYEES.

37
38 Premium payment and eligibility for coverage for permanent intermittent
39 employees shall continue in accordance with current practice.

40
41 Employees hired on or after January 1, 2000 who are appointed to a position
42 with a regular work schedule consisting of 40 hours or less per biweekly pay
43 period shall pay fifty percent (50%) of the premium for health, dental and vision
44 insurance. This shall not apply to an employee appointed to a permanent-
45 intermittent position. Eligibility for enrollment shall be in accordance with current
46 contractual provisions.

1 Employees who have a regular work schedule of 40 hours or less per
2 biweekly pay period who are temporarily placed on a regular work schedule of
3 more than 40 hours per biweekly pay period for a period expected to last six
4 months or more shall be considered as working a regular work schedule of more
5 than 40 hours for the period of the temporary schedule adjustment.

6
7 SECTION 13. HOLIDAYS.
8

9 On the following holidays, permanent full-time employees shall be allowed
10 eight hours paid absence from work except as provided herein.

11
12 New Year's Day - January 1
13 Martin Luther King Day - Third Monday in January
14 President's Day - Third Monday in February
15 Memorial Day - Last Monday in May
16 Independence Day - July 4
17 Labor Day - First Monday in September
18 Election Day - General Election Day in even-numbered years
19 Veteran's Day - November 11
20 Thanksgiving Day - Fourth Thursday and Friday in November
21 Christmas Eve - December 24
22 Christmas Day - December 25
23 New Year's Eve Day - December 31
24

25 Christmas Eve and New Year's Eve shall be holidays regardless of the day
26 of the week upon which Christmas and New Year's may fall. A holiday that falls
27 on Saturday shall be observed on the preceding Friday. A holiday that falls on
28 Sunday shall be observed on the following Monday. When Christmas Eve or New
29 Year's Eve falls on Friday, the holiday shall be observed on the preceding
30 Thursday. When Christmas Eve or New Year's Eve falls on Sunday, the holiday
31 shall be observed on the preceding Friday. Equivalent provision for time off for
32 holidays falling outside the scheduled workweek shall be made for employees
33 working other than a Monday through Friday schedule.
34

35 Employees who are on an alternative work schedule as provided in Article
36 15, Section 8, may use annual leave or compensatory time credits to supplement
37 the eight hours' holiday pay up to the number of regularly scheduled hours for the
38 day.
39

40 SECTION 14. PERSONAL LEAVE DAY.
41

42 Permanent full-time employees who have satisfactorily completed 1,040
43 hours in State classified service shall receive two personal leave days (16 hours)
44 to be used in accordance with normal requirements for annual leave usage. Such
45 leave shall be granted to less than full-time permanent employees who have
46 satisfactorily completed 1,040 hours in State classified service on a pro-rata

basis in accordance with current practice regarding holidays. Such leave grant shall be extended to employees returning from leave of absence on their return. Such leave time shall be granted to persons entering the Bargaining Unit (for example, recall from layoff) on a pro-rata basis. However, no employee shall be entitled to more than one grant of personal leave in each fiscal year. Such leave shall be credited to the employee's annual leave counter on each October 1 in accordance with Appendix D-1.

It shall be the employee's responsibility to monitor balances in his/her annual leave counter in order to permit crediting of the personal leave grant on October 1.

For contractual purposes, personal leave shall be treated the same as annual leave.

SECTION 15. ANNUAL LEAVE.

	<u>Service Credit</u>	<u>Accrual Rate/ 80 Hrs. Service</u>	<u>Maximum Accrual Cap</u>	<u>Maximum Accumulation</u>
1 Yr.	(0-2,079 Hrs.)	4.0	256	296
1-5 Yrs.	(2,080-10,399 Hrs.)	4.7	256	296
5-10 Yrs.	(10,400-20,799 Hrs.)	5.3	271	311
10-15 Yrs.	(20,800-31,199 Hrs.)	5.9	286	326
15-20 Yrs.	(31,200-41,599 Hrs.)	6.5	301	241
20-25 Yrs.	(41,600-51,999 Hrs.)	7.1	306	346
25-30 Yrs.	(52,000-62,399 Hrs.)	7.7	316	356
30-35 Yrs.	(62,400-72,799 Hrs.)	8.4	316	356
35-40 Yrs.	(72,800-83,199 Hrs.)	9.0	316	356
40-45 Yrs.	(83,200-93,599 Hrs.)	9.6	316	356
etc.				

A. No annual leave in excess of 240 hours shall be included in final average compensation for the purpose of calculating the level of retirement benefits. Should the Retirement Act be amended or interpreted so as to allow more than 240 hours annual leave to be included in final average compensation, upon request by the Union, the parties agree to negotiate the inclusion of the excess hours in accordance with such amendment or interpretation.

B. Annual Leave Options - Layoff and Recall.

A laid-off employee may elect to freeze annual leave up to the accrued balance at the time of layoff. Such balance shall be retained until the employee elects to be paid off for the balance or until the employee's recall rights expire (after six continuous years of layoff), whichever occurs first. Payoff shall be at the employee's last rate of pay.

Upon recall, regular annual leave provisions shall apply. A permanent employee who does not elect to freeze annual leave and is recalled from actual layoff to the same Appointing Authority may, within two pay periods, buy back up to 15 days (120 hours) of annual leave at the rate at which it was paid off; however, an employee may not buy back more annual leave hours than were paid off upon layoff. Payment for buy back must be in a lump sum and must be made before such annual leave can be used.

SECTION 16. SICK LEAVE.

A. Sick Leave Allowance.

Every permanent employee covered by this Agreement shall be credited with four hours of sick leave with pay for each completed 80 hours in a biweekly work period, or to a pro-rated amount if paid service is less than 80 hours in the pay period. Paid service in excess of 80 hours shall not be counted.

Sick leave shall be credited at the end of the biweekly work period. Sick leave shall be considered as available for use only in the pay period subsequent to the biweekly work period in which it is earned. When paid service does not total 80 hours in a biweekly work period, the employee shall be credited with a pro-rated amount of leave for that work period based on the number of hours in pay status divided by 80 hours multiplied by four hours.

B. Sick Leave Payment at Separation.

An employee who separates employment through retirement or death shall be paid for one-half of unused accumulated sick leave at his/her last rate of pay. In case of death, such payment shall be made to the employee's beneficiary or estate.

An employee who separates employment for reasons other than retirement or death shall be paid at his/her last rate of pay for a percentage of his/her unused accumulated sick leave according to the following chart:

<u>Sick Leave Accumulation in Hours</u>	<u>Percentage Paid</u>
Less than 104	0
104-208	10
209-416	20
417-624	30
625-832	40
833 or more	50

Employees hired on and after October 1, 1980, shall not be entitled to payment for unused accumulated sick leave upon separation or retirement. No payment to the beneficiary or estate for unused sick leave will be made in case of the death of an employee hired on or after October 1, 1980.

SECTION 17. SHIFT DIFFERENTIAL.

All permanent and full-time permanent-intermittent employees who qualify for the present five percent shift differential shall receive an additional \$1.00 per workday for such time worked. This additional premium shall be administered in accordance with current practice.

SECTION 18. CHILD CARE.

Within 90 days of the effective date of this Agreement, the Employer and the Union agree to the establishment of a joint committee to explore the feasibility of developing an information and referral service to assist employees in locating quality child care appropriate to their particular needs. If the committee recommends the establishment of an information and referral service, the costs for such a program shall be jointly shared by the Employer and the Union.

In addition, the committee shall review the following issues:

- A. The use of existing resources for the development of the service (e.g., existing community-based referral programs and their ability to meet employees' needs);
- B. Types of services that should be offered by such a program; and
- C. How such a service should be communicated to employees.

SECTION 19. CLEANING EXPENSES.

The Administrative Manual of the Michigan Department of Management and Budget (at Chapter 2, subject 236, 6/1/76) shall be the procedure for reimbursement of personal loss under \$100.

SECTION 20. MOVING EXPENSES.

- A. Persons Covered. All full-time employees currently employed by the State of Michigan being relocated at the request of the Appointing Authority and agreeing to continue employment in the new location for a minimum of one year are entitled to all benefits provided by this Section. New employees not presently working for the State of Michigan shall not be entitled to any benefits provided in this Section.

- 1 B. By Commercial Mover. The State will pay the transportation charges for
2 normal household goods up to a maximum of 14,000 pounds for each
3 move. Charges for weight in excess of 14,000 pounds must be paid
4 directly to the mover by the employee.
5
6 (1) Household Goods: Includes all furniture, personal effects, and
7 property used in a dwelling, and normal equipment and supplies
8 used to maintain the dwelling except automobiles, boats, camping
9 vehicles, firewood, fence posts, tool sheds, motorcycles, snow-
10 mobiles, explosives, or property liable to impregnate or otherwise
11 damage the mover's equipment, perishable foodstuffs subject to
12 spoilage, building materials, fuel, or other similar non-household
13 good items.
14
15 (2) Packing: The State will pay up to \$600 for packing and/or
16 unpacking breakables. The employee must make arrangements
17 and pay the mover for any additional packing required.
18
19 (3) Insurance: The carrier will provide insurance against damage up
20 to \$.60 per pound for the total weight of the shipment. The State
21 will reimburse the employee for insurance costs not to exceed an
22 additional \$.65 per pound of the total weight of the shipment.
23
24 (4) In addition to the above packing allowances, the State will pay the
25 following accessorial charges which are required to facilitate the
26 move:
27
28 a. Appliance service;
29 b. Piano or organ handling charges;
30 c. Flight, elevator, or distance carry charges;
31 d. Extra labor charges required to handle heavy items (e.g.,
32 pianos, organs, freezers, pool tables, etc.).
33
34 (5) Charges for stopping in transit to load or unload goods and the
35 cost of additional mileage involved to effect a stop in transit must
36 be paid by the employee. Also, extra labor required to expedite a
37 shipment at the request of the employee must be paid by the
38 employee.
39
40 C. Mobile Homes. The State will pay the reasonable actual cost for moving
41 a mobile home if it is the employee's domicile, plus a maximum \$500
42 allowance for blocking, unblocking, securing contents or expando units,
43 installing or skirting and utility connections will be paid by the State when
44 accompanied by receipts. "Actual Moving Cost" includes only the
45 transportation costs, escort service when required by governmental unit,
46 special lighting permits, tolls, or surcharges. Actual Moving Cost" does

not include the moving of oil tanks, out buildings, swing sets, etc., that cannot be dismantled and secured inside the mobile home.

Mobile home liability is limited to damage to the unit caused by negligence of the carrier, and to contents up to a value of \$500. Additional excess valuation and/or hazard insurance may be purchased from the carrier at the expense of the employee.

The repair or replacement of equipment of the trailer (e.g., tires, axles, bearings, lights, etc.) is the responsibility of the owner.

D. Storage of Household Goods. The State will pay for storage not in excess of 60 days in connection with an authorized move at either origin or destination, only when housing is not readily available.

E. Temporary Travel Expense. From effective date of reassignment, up to 60 calendar days of travel expense at the new assigned work station are allowed. Extension beyond 60 days, but not to exceed a total of 180 days, should be allowed due to unusual circumstances in the full discretion of the Employer. Authorized travel shall include one round trip weekly between the new work station and the former residence.

F. To Secure Housing. A continuing employee and one additional family member will be allowed up to three round trips to a new official work station for the purpose of securing housing. Travel, lodging, and food costs will be reimbursed up to a maximum of nine days in accordance with the Standardized Travel Regulations.

SECTION 21. COMPENSATION FOR ASSAULTED EMPLOYEES.

A. In the event that an employee suffers physical injury resulting in disability from State employment as a result of a direct physical attack by a person other than a fellow State classified employee, the disabled employee's normal biweekly net salary shall be continued during the period of disability necessitating absence from work which is caused by the attack for a period not to exceed 100 weeks from the date of the attack. Net salary shall be defined in accordance with current practice. As a condition precedent to salary continuation as authorized herein, the disabled employee shall be receiving Workers' Compensation benefits, be on the Department's payroll, provide written notice of claim to the Appointing Authority within 30 days of the attack, submit to such medical examination as the Appointing Authority shall require, and reimburse the Department to the full extent of any Workers' Compensation benefits paid. Fringe benefits normally received by employees eligible under this Section shall continue in effect during the time the employee receives the supplement provided herein. The parties agree that the word "attack"

as used in this section has the same meaning as “assault” in P.A. 452 of 1978, MCL 38.1181.

B. Disability Payment.

In the event of an injury or illness for which an employee is eligible and receiving a work disability benefit under the Michigan Workers’ Disability Compensation Law, such employee shall be provided salary payment which with the work disability payment equals two-thirds of the regular salary or wage for the first 50 weeks of disability. Leave credits may be utilized to the extent of the difference between such payment and the employee’s regular salary or wage. The Employer will consider, upon request, extending approval of the supplemental pay beyond 50 weeks consistent with current practice. Approval of any supplement is limited to a combined total of 100 weeks.

SECTION 22. MEAL AND TRAVEL REIMBURSEMENT.

Effective October 1, 1984, employees shall be entitled to travel reimbursement at the rates and in accordance with the Standardized Travel Regulations which are in effect on the date(s) of travel.

SECTION 23. MAINTENANCE OF CONDITIONS.

Economic benefits which were in effect on the effective date of this Agreement and which are not specifically provided for or abridged by this Agreement will continue in effect throughout the life of this Agreement unless altered by mutual consent of the Employer and the Union or unless it can clearly be demonstrated that the conditions upon which the benefit had previously been granted have substantially changed to the point where continuing the benefit is not for the purpose for which it was granted. Any changes in economic benefits under this provision must be submitted to and approved by the Civil Service Commission.

SECTION 24. COMPENSATION POLICY UNDER CONDITIONS OF GENERAL EMERGENCY.

A. General Emergency. Conditions of general emergency include, but are not necessarily limited to, severe or unusual weather, civil disturbance, loss of utilities, physical plant failures, or similar occurrences. Such conditions may be widespread or limited to specific work locations.

B. Administrative Determination. When conditions in an affected area or a specific location warrant, State facilities may be ordered closed or, if closure is not possible because of the necessity to continue services, a facility may be declared inaccessible. The decision to close a State

facility or to declare it inaccessible shall be at the full discretion of the Governor or his/her designated representative.

- C. Compensation in Situation of Closure. When a State facility is closed by the Governor or his/her designated representative or a non State-controlled facility is closed, affected employees shall be authorized administrative leave to cover their normally scheduled hours of work during the period of closure, unless such employees can be temporarily assigned to another facility or are assigned to perform appropriate job responsibilities away from the facility.

Individual employees of facilities ordered closed may be required to work to perform essential services during the period of closure. When such is the case, these employees shall be compensated in the manner prescribed for employees who work under conditions of declared inaccessibility.

- D. Compensation in Situation of Inaccessibility. If a State facility has not been closed but declared inaccessible in accordance with the Governor's policy, and an employee is unable to report for work due to such conditions, she/he shall be granted administrative leave to cover his/her normally scheduled hours of work during the period of declared inaccessibility.

An employee who works at a State facility during a declared period of inaccessibility shall be paid his/her regular salary and, if overtime work is required, in accordance with the overtime pay regulations. In addition, such employees shall be granted compensatory time off equal to the number of hours worked during the period of declared inaccessibility.

- E. Additional Timekeeping Procedures. If a State facility has not been closed or declared inaccessible or a non State-controlled facility has not been closed during severe weather or other emergency conditions, an employee unable to report to work because of these conditions shall be allowed to use annual leave or compensatory time credits. If sufficient credits are not available, the employee shall be placed on lost time.

When an employee is absent from a scheduled work period, a portion of which is covered by a declaration of closure or inaccessibility or closure of a non State-controlled facility, annual leave or compensatory time credits may be used to cover that portion of his/her absence not covered by administrative leave. If sufficient credits are not available, the employee shall be placed on lost time.

Employees who suffer lost time as the result of the application of this policy shall receive credit for a completed biweekly work period for

all other purposes.

SECTION 25. LONGEVITY.

A. Eligibility.

(1) Career employees who separate from State service and return and complete five years (10,400 hours) of full-time continuous service prior to October 1 of any year shall have placed to their credit all previous State classified service earned.

(2) To be eligible for a full annual longevity payment after the initial payment, a career employee must have completed continuous full-time classified service equal to the service required for original eligibility, plus a minimum of one additional year (2080 hours).

(3) Career employees rendering seasonal, intermittent or other part-time classified service shall, after establishing original eligibility, be entitled to subsequent annual payments on a pro rata basis for the number of hours in pay status during the longevity year.

B. Payments.

Payment shall be made in accordance with the table of longevity values based on length of service as of October 1.

LONGEVITY SCHEDULE OF PAYMENTS

<u>Equivalent Hours of Service Prior to Oct. 1</u>	<u>Payments</u>
10,400 – 18,719	\$ 260
18,720 – 27,039	\$ 300
27,040 – 35,359	\$ 370
35,360 – 43,679	\$ 480
43,680 – 51,999	\$ 610
52,000 – 60,319	\$ 790
60,320 and over	\$1,040

(1) No active employee shall receive more than the amount scheduled for one annual longevity payment during any twelve-month period except in the event of retirement or death, or as provided in paragraph 7 of this Subsection.

(2) Initial payments: Employees qualify for their initial payment by completing an aggregate of 10,400 hours of continuous service prior to October 1. The initial payment shall always be a full payment (no pro-rata).

1 (3) Annual Payments

2
3 a. Employees qualify for full annual payment by completing 2,080
4 hours of continuous service during the longevity year.

5
6 b. Employees who are in pay status less than 2,080 hours shall
7 receive a pro rata annual payment based on the number of
8 hours in pay status during the longevity year.

9
10 (4) Payments to employees who become eligible on October 1 of any
11 year shall be made on the pay date following the first full pay period
12 in October, except that pro rata payments in case of retirement or
13 death shall be made as soon as practicable thereafter.

14
15 (5) Lost Time Considerations

16
17 a. Lost time is not creditable continuous service nor does it count
18 in qualifying for an initial or an annual payment.

19
20 b. Employees do not earn State service credit in excess of 80
21 hours in a biweekly pay period. Paid overtime does not offset
22 lost time, except where both occur in the same pay period.

23
24 (6) Payment to Employees on Leave of Absence Without Pay and
25 Layoff on October 1

26
27 a. An employee on other than a waived rights leave of absence,
28 who was in pay status less than 2,080 hours during the
29 longevity year, will receive a pro rata annual payment based on
30 the number of hours in pay status during the longevity year.
31 Such payment shall be made on the pay date following the first
32 full pay period in October.

33
34 b. An employee on a waived rights leave of absence will receive a
35 pro rata longevity payment upon returning from leave.

36
37 (7) Payment at Retirement or Death

38
39 An employee with 10,400 hours of currently continuous service,
40 who separates by reason of retirement or death, shall qualify and
41 receive both a terminal and a supplemental payment as follows:

42
43 a. A terminal payment, which shall be either:

44
45 (1) A full initial longevity payment based upon the total years
46 of both current and prior service, if the employee has not

1 yet received an initial longevity payment; or

2
3 (2) A pro rata payment for time worked from the preceding
4 October 1 to the date of separation, if previously qualified.
5 The pro rata payment is based on hours in pay status since
6 October 1 of the current fiscal year.

7
8 b. A supplemental payment for all time previously not counted in
9 determining the amount of prior longevity payments, if any.

10
11 C. Longevity Overtime.

12
13 Upon conversion, the regular rate add-on for longevity will be calculated
14 and paid retroactively for overtime worked in the previous fiscal year.
15 This amount will be included in the longevity payment.

16
17 SECTION 26. BEREAVEMENT LEAVE.

18
19 Employees shall be allowed reasonable and necessary time off by mutual
20 agreement in the event of the death of a member of the immediate family.
21 Immediate family shall be as defined in Article 16, Section 3 of this Agreement.
22 Such time shall be covered by accrued sick leave and/or annual leave credits. In
23 the event of a dispute, an employee shall be guaranteed a minimum of five days
24 leave, if requested.

25
26 SECTION 27. JURY DUTY/WITNESS DUTY.

27
28 If an employee is selected for jury duty, the summons should be obeyed.
29 Failure to do so may cause the employee to be considered in contempt of court.

30
31 While serving on jury duty, an employee will be granted administrative leave
32 (time off with full pay) provided the employee reimburses the Appointing Authority
33 for the jury duty pay received from the court. Alternatively, an employee may, at
34 the employee's discretion, use annual leave when serving on a jury and keep the
35 jury duty pay. When not impaneled for actual service and only on call, the
36 employee shall report back to work unless authorized by the supervisor to be
37 absent from his/her work assignment.

38
39 To receive administrative leave for jury duty, an employee must:

40
41 A. Promptly provide a copy of the jury duty summons to his/her supervisor;

42
43 B. Notify the supervisor of the jury duty schedule on a daily basis at or
44 before the beginning of the employee's scheduled work day in
45 accordance with Departmental procedures regarding reporting of
46 absences;

1 C. Certify, in writing, each period of time actually served as a juror for which
2 administrative leave is requested; and
3

4 D. Submit the jury duty paycheck stub as soon as it is received together
5 with a payment equal to the jury duty pay in accordance with
6 Departmental procedures.
7

8 Travel allowances paid to the employee by the court may be retained, as
9 they are not considered jury duty pay. Employees shall not be permitted to use a
10 State vehicle for travel connected with jury duty and shall not be reimbursed by
11 the Appointing Authority for travel allowances.
12

13 An employee requested or subpoenaed to appear before a court as a
14 witness for the People is entitled to administrative leave (time off with full pay)
15 provided that the employee certifies in writing the period of time of such
16 appearance and for which such administrative leave is requested. Employees
17 must reimburse the Department for any witness fees received, up to the amount
18 of their salary.
19

20 If an employee is subpoenaed as a witness or appears in court in any
21 capacity other than as a witness for the People, she/he will not be considered as
22 being on duty, nor will administrative leave be granted. Any authorized absence
23 shall be charged to annual leave and employees may retain any expenses or
24 monies received from the court.
25

26 If, however, the court appearance is required as a result of conduct
27 occurring in the course of employment and the employee had a reasonable basis
28 for believing the alleged conduct was within the scope of the authority delegated
29 to the employee, the employee will be considered as being on duty.
30

31 SECTION 28. TUITION REIMBURSEMENT. 32

33 A. Only to the extent that funds have been appropriated and allocated by
34 the Department/Agency, specifically for tuition reimbursement, the
35 Employer agrees to establish a system of tuition reimbursement for
36 employees. The Employer agrees to notify the Union, upon request, of
37 the amount of money allocated by the Department/Agency for such
38 purpose and of any changes in such allocation.
39

40 Reimbursement shall apply only to the per-credit-hour cost of tuition
41 and shall not apply to such items as lab fees, miscellaneous fees, books,
42 or supplies. Selection among eligible applicants, and proportion of
43 reimbursement, shall be determined by the Employer. Employees
44 selected for such tuition reimbursement program shall only be
45 reimbursed upon presenting written documentation of successful
46 completion of the course.

1 Tuition reimbursement shall not be made unless the course
2 pertains to the employee's current occupation. No employee shall
3 receive reimbursement for more than one course in any one semester or
4 term.

5
6 The procedures to be used for application, approval, and
7 verification of successful completion shall be established by the
8 Department/Agency.

9
10 The provisions of this Section shall not apply in those cases where
11 the Employer requires employees to take a course(s) as part of their
12 assigned duties.

- 13
14 B. Subject to legislative appropriation, the parties agree to establish a
15 special Educational Development Fund of \$25,000 in each of two fiscal
16 years, 1990-91 and 1991-92. The amount remaining in the Educational
17 Development Fund at the end of any Fiscal Year shall be carried forward
18 and added to the amount, if any, designated for the fund in the next
19 Fiscal Year. The amount designated for the fund in each of the three
20 Fiscal Years 1993-94, 1994-95, and 1995-96 shall be \$20,000. The
21 amount designated for the fund in each of the three Fiscal Years 1996-
22 97, 1997-98 and 1998-99 shall be \$25,000. The amount designated for
23 the fund in each of the three fiscal years 1999-2000, 2000-01, and 2001-
24 02 shall be \$50,000. This fund will be administered by a joint Labor-
25 Management Committee consisting of an equal number of
26 representatives of the Union and the Employer. Properly designated
27 Union representatives to the committee shall be granted administrative
28 leave for all time approved by the Office of State Employer related to the
29 committee's work.

30
31 The Labor-Management Committee will establish goals and
32 objectives as well as the requirements for utilization of this fund. All fund
33 expenditures will be made based on criteria established by the commit-
34 tee and will require agreement of the parties. No program established by
35 the committee will replace obligations of the Employer or the Union
36 under the existing Agreement.

37
38 Among the projects which may be addressed by this fund are (not
39 in order of importance) tuition reimbursement for employees seeking a
40 degree or certificate; assisting employees to adjust to the cyclical nature
41 of employment in this Bargaining Unit; and addressing other specific
42 needs of both active and laid-off employees in this unit. This is not
43 intended to be an exhaustive list of projects but is intended to illustrate
44 the scope of activities that the committee may consider.

The Labor-Management Committee will meet and begin its work within 90 calendar days after Civil Service Commission ratification of this Agreement. In this way, programs can be in place at the beginning of the fiscal year in question.

SECTION 29. A QUALIFIED 401(K) TAX-SHELTERED PLAN.

A qualified 401(K) Tax-Sheltered Plan shall be available to employees in this Bargaining Unit.

SECTION 30. GROUP AUTO AND HOMEOWNERS PLAN.

Employees in this Bargaining Unit shall, upon completion of a successful bidding process, be eligible for enrollment in a Group Auto and Homeowners Plan with the employee to pay the entire cost of any premiums.

SECTION 31. FLEXIBLE COMPENSATION PLAN.

The Employer shall maintain the current Flexible Compensation Plan for employees in this Bargaining Unit.

Employees in this Bargaining Unit will be offered participation in the State of Michigan Dependent Care and Medical Spending Accounts authorized in accordance with Section 125 of the Internal Revenue Code.

SECTION 32. SCHOOL/COMMUNITY PARTICIPATION LEAVE.

A. Intent. The parties recognize the positive role parental and other adult involvement in school activities plays in promoting educational success. The parties intend by this Section to foster employee involvement in educational programs.

B. Leave Credits. Effective October 1, 1996, permanent intermittent, limited term and permanent employees who have satisfactorily completed 1,040 hours in State classified service shall annually receive eight (8) hours of paid school participation leave to be used in accordance with normal requirements for annual leave usage, provided, however, that such leave may be utilized in increments of one (1) hour if requested.

Employees may use the leave to participate in any education activity including but not limited to tutoring, field trips, classroom programs, school committees, including preschool programs, and in accordance with any applicable collective bargaining Agreements governing the educational program.

Additionally, employees may use the leave to participate in

community activities. The leave may also be used for active participation in any structured secular community activity sponsored by a governmental agency, or a non-profit community organization or agency, and not for mere attendance at community events.

The use of the leave is intended for active participation in school or community programs and not for mere attendance at extra-curricular activities. To request school participation leave, employees shall complete a school participation leave form provided by the Employer.

School participation leave shall be credited to employees on each October 1, and shall not carry forward beyond the Fiscal Year.

ARTICLE 23

TRAINING

All policies, work rules and standards, and regulations concerning conduct and performance shall be available to employees. The Employer shall provide sufficient initial training and periodic retraining to all employees.

In the UIA, the Employer shall make a reasonable effort to provide a minimum of forty (40) hours of formal initial training; and periodic, continuous formal retraining to all employees. Such training shall be provided by qualified trainers and shall be provided to enable the employees to effectively understand the work expected of them and to perform their job duties.

Copies of pertinent Civil Service Commission and Department rules, policies and regulations shall be provided or made available to an employee at the beginning of his/her employment and at such time as the rules, policies and/or regulations change or become effective. A record of each employee's training courses completed shall be kept by the employee's Appointing Authority.

ARTICLE 24

DRUG AND ALCOHOL TESTING.

SECTION 1. TESTING.

The Employer may require an employee to submit to urinalysis drug screening or alcohol breath testing under the circumstances set forth below in Subsections A through E.

An employee may refuse to submit to a drug screening or alcohol test but the employee shall be warned that such refusal constitutes grounds for discipline equivalent to discipline imposed for a positive test result, and allowed an opportunity to submit to the testing as though the employee had originally complied with the order.

- 1 A. Preappointment Testing. An employee not occupying a test-designated
2 position shall submit to a urinalysis drug screening if the employee is
3 selected for a test-designated position. The employee shall not perform
4 any duties of a test-designated position until the employee has submitted
5 to and passed a drug screening. If the employee fails or refuses to
6 submit to the drug test, interferes with a test procedure, or tampers with
7 a test sample, the employee shall not be appointed or otherwise placed
8 in the test-designated position and will be ineligible for appointment to or
9 placement in a test-designated position for a period of three years. Also,
10 the employee may be disciplined if the employee fails a drug test,
11 refuses to submit to the drug test, interferes with a test procedure, or
12 tampers with a test sample.
13
- 14 B. Random Testing. An employee in a test-designated position may be
15 selected at random from a pool comprised of test-designated positions
16 covered by this Agreement. The number of urinalysis drug screenings
17 performed at random each calendar year may not exceed a number
18 equal to 15% of the number of test-designated positions in the pool. The
19 number of alcohol breath tests performed at random each calendar year
20 may not exceed a number equal to 15% of the number of test-
21 designated positions in the pool.
22
- 23 C. Reasonable Suspicion Testing. An employee may be required to submit
24 to urinalysis drug screening or alcohol breath testing based on
25 reasonable suspicion. Reasonable suspicion means a belief, drawn
26 from specific objective facts and reasonable inferences drawn from
27 those facts in light of experience, that an employee is using or may have
28 used drugs or alcohol in violation of this Agreement or a departmental
29 work rule. By way of example only, reasonable suspicion may be based
30 upon any of the following:
31
- 32 1. Observable phenomena, such as direct observation of drug or
33 alcohol use or the physical symptoms or manifestations of being
34 impaired by, or under the influence of, a drug or alcohol.
35
- 36 2. A report of on-duty or sufficiently recent off-duty drug or alcohol use
37 provided by a credible source.
38
- 39 3. Evidence that an individual has tampered with a drug test or alcohol
40 test during employment with the State of Michigan.
41
- 42 4. Evidence that an employee is involved in the use, possession, sale,
43 solicitation, or transfer of drugs or alcohol while on duty, while on the
44 Employer's premises, or while operating the Employer's vehicle,
45 machinery, or equipment.
46

1 The basis of support for the reasonable suspicion drug screening or
2 alcohol test will be documented by a trained supervisor. An employee
3 shall not be required to submit to a reasonable suspicion drug screening
4 or alcohol test without the individualized expressed approval of the
5 Employer designated Drug and Alcohol Testing Coordinator (DATC) or
6 his/her designee.

7
8 D. Post-Accident Testing. An employee in a test-designated position shall
9 submit to a drug test or an alcohol test if there is evidence that the
10 employee in the test-designated position may have caused or
11 contributed to a serious work accident. A serious work accident is
12 defined as an on-duty accident resulting in death, or serious personal
13 injury requiring immediate medical treatment, that arises out of any of
14 the following:

- 15 1. The operation of a motor vehicle.
- 16 2. The discharge of a firearm.
- 17 3. A physical confrontation.
- 18 4. The provision of direct health care services.
- 19 5. The handling of dangerous or hazardous materials.

20
21
22 E. Follow-up testing. An employee shall submit to unscheduled follow-up
23 drug and/or alcohol testing if, within the previous 24-month period, the
24 employee voluntarily disclosed drug or alcohol problems, entered into or
25 completed a rehabilitation program for drug or alcohol abuse, failed or
26 refused a pre-appointment drug test, or was disciplined for violating the
27 provisions of this Agreement and employer work rules.

28
29 The Employer may require an employee who is subject to follow-up
30 testing to submit to no more than six unscheduled drug or alcohol tests
31 within any twelve-month period.

32
33 SECTION 2. TEST-DESIGNATED POSITIONS.

34 For purposes of this Article, test-designated positions are:

- 35
36 A. Safety-sensitive positions in which the incumbent is required to possess
37 a valid commercial driver's license or to operate a commercial motor
38 vehicle, an emergency vehicle, or dangerous equipment or machinery.

- 1 B. A position in which the incumbent possesses law enforcement powers or
2 is required or permitted to carry a firearm while on duty.
3
- 4 C. A position in which the incumbent, on a regular basis, provides direct
5 health care services to persons in the care or custody of the State or one
6 of its political subdivisions.
7
- 8 D. A position in which the incumbent has regular unsupervised access to
9 and direct contact with prisoners, probationers, or parolees.
10
- 11 E. A position in which the incumbent has unsupervised access to controlled
12 substances.
13
- 14 F. A position in which the incumbent is responsible for handling or using
15 hazardous or explosive materials.
16
- 17 G. Additional test-designated positions in other classifications whose duties
18 are not as provided in Subsections A through F above shall be subject to
19 the provisions of this article pursuant to secondary negotiations.
20
- 21 H. New classifications, or levels added to existing classifications, may
22 include duties consistent with those identified for test-designated
23 positions in Subsections A through F above. The employer shall meet
24 with the union to review the new classification or level prior to requiring
25 an employee in the new class to submit to testing under this Article.
26

27 **SECTION 3. DRUG AND ALCOHOL TESTING PROTOCOL.**
28

- 29 A. Protocol. The Employer will adopt the U.S. Department of Health and
30 Human Services Mandatory Guidelines for Federal Workplace Drug
31 Testing Programs as the protocol for drug testing and the U.S.
32 Department of Transportation Procedures for Transportation Workplace
33 Drug and Alcohol Testing Programs for alcohol testing.
34

35 After adoption of the protocol, and its implementation, the protocol shall
36 not be subject to change except by mutual Agreement of the parties and
37 approval by the Civil Service Commission.
38

- 39 B. Definitions. The parties agree to incorporate in this Agreement the
40 definitions contained in the U.S. Department of Health and Human
41 Services Mandatory Guidelines for Federal Workplace Drug Testing
42 Programs, as may be amended, and in the U.S. Department of
43 Transportation Procedures for Transportation Workplace Drug and
44 Alcohol Testing, as may be amended. In addition, the parties agree to
45 define "credible source" as, "One who is trustworthy and entitled to be
46 believed. One who is entitled to have his/her oath or affidavit accepted

1 as reliable, not only on account of his/her good reputation for veracity,
2 but also on account of his/her intelligence, knowledge of the
3 circumstances, and disinterested relation to the matter in question. One
4 who is competent to testify.”

5
6 SECTION 4. UNION REPRESENTATION.
7

8 Employees may confer with an available Union representative on site (if
9 available on site), or through a telephone conference, whenever an employee is
10 directed to submit to a reasonable suspicion alcohol or drug test, provided such
11 contact will not unreasonably delay the testing process.
12

13 SECTION 5. REVIEW COMMITTEE FOR DRUG AND ALCOHOL TESTING.
14

15 A committee consisting of three (3) representatives of the SEIU Coalition
16 and three (3) representatives of the Employer shall meet prior to the
17 implementation of the drug and alcohol testing program to review and discuss the
18 testing procedures, collection methods, quality assurance, and other matters
19 pertaining to the operation of the testing program. The review committee will
20 also meet, upon request of either party, to review testing data and discuss
21 problems related to the administration of the testing program. The committee
22 may vote on matters it discusses. The committee’s recommendations, if any, will
23 be submitted to the Employer for its consideration. Recommendations voted on
24 by the committee will be reported as “Without Recommendation” if based on a 3-
25 3 tie vote and as a “Unanimous Recommendation” for any vote other than 3-3.
26

27 SECTION 6. REQUIRED TREATMENT.
28

29 In the event of a positive test, and in the further event that a sanction less
30 than discharge is imposed, the employee shall be referred to a substance abuse
31 professional for assessment and treatment.
32

33 SECTION 7. SELF-REPORTING.
34

35 An employee who voluntarily discloses to the Employer a problem with
36 drugs or alcohol shall not be disciplined for such disclosure if, and only if, the
37 problem is disclosed before the occurrence of any of the following:
38

- 39 A. For reasonable suspicion testing, before the occurrence of an event that
40 gives rise to reasonable suspicion that the employee has violated this
41 Agreement or a department work rule.
42
43 B. For pre-appointment testing, follow-up testing, and random testing,
44 before the employee is selected to submit to a drug test or alcohol test.
45

1 C. For post-accident testing, before the occurrence of any accident that
2 results in post-accident testing.
3

4 After self-reporting, the Employer shall permit the employee an immediate
5 leave of absence, subject to the provisions of Article 16, Leaves, to obtain
6 medical treatment or to participate in a rehabilitation program. In addition, the
7 Employer shall remove the employee from the duties of a test-designated
8 position until the employee submits to and passes a follow-up drug or alcohol
9 test. The Employer may require the employee to submit to further follow-up
10 testing as a condition of continuing or returning to work.
11

12 An employee may take advantage of this provision no more than two times
13 while employed in the classified service. An employee making a report is not
14 excused from any subsequent drug or alcohol test or from otherwise complying in
15 full with this Article. An employee making a report remains subject to all drug
16 and alcohol testing requirements after making a report and may be disciplined as
17 the result of any subsequent drug or alcohol test, including a follow-up test.
18

19 **SECTION 8. CONFIRMATION ALCOHOL TESTING.**
20

21 If an employee is tested for alcohol and is determined to have a blood
22 alcohol level equal or greater than 0.02% in both the initial Evidentiary Breath
23 Test (EBT) and the confirmation Evidentiary Breath Test, at the employee's
24 option and at the employee's full cost, the employee may elect to have a second
25 confirmation test carried out by drawing a sample of blood and submitting it for
26 testing at an approved laboratory. This option is only available if the testing site
27 where the two positive breath tests were conducted is equipped to draw the
28 blood and either directly provide for its testing for level of blood alcohol or
29 transport the sample to a laboratory which is certified to test the sample for level
30 of blood alcohol. The protocol for such confirmation blood testing for alcohol
31 (including but not limited to chain of custody, security, integrity and identity of
32 sample, transportation to testing laboratory if required, reporting of results, etc.)
33 shall be determined prior to initiation of alcohol testing under this Article and shall
34 be a topic for discussion in the committee established in this Article. The
35 employee shall remain off the job until the results of the second confirmation test
36 are provided to the Employer and may use available leave credits, if desired.
37

38 See Appendix E for information relative to Confirmation Drug Testing.
39
40
41
42
43
44
45
46

**ARTICLE 25
TERMINATION**

This agreement shall be effective January 1, 2012, and shall continue in full force and effect until midnight, December 31, 2013. Either party may give written notice to the other of its intention to negotiate a new primary agreement no later than one hundred eighty (180) calendar days prior to the termination date.

IN WITNESS WHEREOF, the parties hereto have set their hands:
Human Services Support Unit Of Local 517-M, Service Employees International

UNION (SEIU), AFL-CIO, CLC
/s/ Phillip Patrick
Phillip Patrick, President

STATE OF MICHIGAN, OFFICE OF THE STATE EMPLOYER

/s/ Janine M. Winters
Janine M. Winters, Director

/s/ Frank Russell
Frank Russell

RATIFIED AND APPROVED BY:
MICHIGAN CIVIL SERVICE COMMISSION

**APPENDIX A
HUMAN SERVICES SUPPORT
BARGAINING UNIT CLASSIFICATIONS**

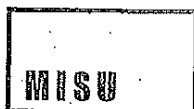
Class Title
Dsblt Dtrmntn Asst 8
Dsblt Dtrmntn Asst 9
Dsblt Dtrmntn Asst E10
Emp Srvs Anlst 10
Emp Srvs Anlst 12
Emp Srvs Anlst 9
Emp Srvs Anlst P11
Emplnt Service Intvr 11
Emplnt Service Intvr 9
Emplnt Service Intvr E10
Home Aide 6
Home Aide 7
Home Aide E 8
Indian Outreach Wkr 8
Indian Outreach Wkr 9
Indian Outreach Wkr E10

Agreement Between
The State of Michigan and SEIU 517M, Human Services Support Unit

1 Interpreter Deaf 6
2 Interpreter Deaf 7
3 Interpreter Deaf 9
4 Interpreter Deaf E 8
5 Liability Examiner 8
6 Liability Examiner 9
7 Liability Examiner E10
8 Migrant Srvs Worker 8
9 Migrant Srvs Worker 9
10 Migrant Srvs Worker E10
11 Un Emp Ins Exm 11
12 Un Emp Ins Exm 8
13 Un Emp Ins Exm 9
14 Un Emp Ins Exm E10
15 Unemp Ins Anl 10
16 Unemp Ins Anl 12
17 Unemp Ins Anl 9
18 Unemp Ins Anl Dptl Tr 9
19 Unemp Ins Anl P11
20

Appendix B-1
SEIU Local 517-M Membership Card

MICHIGAN PUBLIC EMPLOYEES, SEIU LOCAL 517M
Authorization for Payroll Deduction



Employee ID #

Specify Bargaining Unit
HSS (E42): EE01

I, the undersigned, do hereby authorize the State of Michigan to deduct the sum of \$25.01 in advance of each two-week pay period from any earned accrued wages due me, until revoked by written notice, and to remit same to Michigan Public Employees, SEIU Local 517M for payment of my Union dues. Consent is additionally hereby given to increase or decrease this deduction each two week period to that of any amount determined by the Union in accordance with the Constitution and By-Laws of the Michigan Public Employees, SEIU Local 517M.

Signature of Employee : _____ Date: _____

Name (Please Print): _____ Department: _____

"Dues, fees, and assessments to SEIU Local 517M are not deductible as charitable contributions for federal income tax purposes. Dues paid to SEIU Local 517M, however, may qualify as business expenses, and may be deductible in limited circumstances subject to various restrictions imposed by the Internal Revenue Code."

Appendix B-2
Service Fee Card

MICHIGAN PUBLIC EMPLOYEES, SEIU Local 517M - HSS Bargaining Unit					
Authorization for Service Fee Payroll Deductions					
MISU	SSN or Employee ID Number <div></div>				
	Deduction Code <table border="1"><tr><td>E</td><td>M</td><td>0</td><td>1</td></tr></table>	E	M	0	1
E	M	0	1		
<p>I, the undersigned, do hereby authorize the State of Michigan to deduct the sum of \$21.01 in advance of each two-week pay period from any earned wages due me, until revoked by written notice, and to remit the same to the Michigan Public Employees, SEIU Local 517M for payment of my Service Fee Deduction. Consent is additionally hereby given to increase or decrease the specific sum of \$21.01 deduction each two-week pay period to that of any amount determined by the Union in accordance with the Constitution and By-Laws of the Michigan Public Employees, SEIU Local 517M.</p>					
Signature of Employee _____	Date _____				
Name (Please Print) _____	Department _____				
<small>*Dues, fees, and assessments to SEIU 517M are not deductible as charitable contributions for federal income tax purposes. Dues paid to SEIU 517M, however, may qualify as business expenses, and may be deductible in limited circumstances subject to various restrictions imposed by the Internal Revenue Code.*</small>					

Appendix C-1
SEIU LOCAL 517M
HUMAN SERVICES SUPPORT UNIT
Article 16
LETTER OF UNDERSTANDING
BANKED LEAVE TIME PROGRAM

Section 1. Eligibility.

Permanent and limited-term, full-time, part-time, seasonal, and permanent intermittent, probationary and non-probationary employees shall be required to participate in the Banked Leave Time Program (Program), known as Part B under the State's Annual and Sick Leave Program. Non-career employees are not eligible to participate in the Program.

Section 2. Definitions and Description of Program.

An eligible employee shall work a regular work schedule, but receive pay for a reduced number of hours. The employee's pay shall be reduced by four (4) hours per pay period for full-time employees, and by a pro-rata number of hours for less than full-time employees. The employee will be credited with a like number of Banked Leave Time (BLT) hours for each biweekly pay period.

Section 3. Hours Eligible for Conversion to Program.

The number of BLT hours for which the employee receives credit shall be accumulated and reported periodically to participating employees. During the term of this Letter of Understanding, an employee shall not be able to

1 accumulate in excess of 160 BLT hours. Accumulated BLT hours shall not be
2 counted against the employee's regular annual leave cap, known as Part A hours
3 under the Annual and Sick Leave Program.

4
5 The employee shall be eligible to use the accumulated BLT hours in a
6 subsequent pay period in the same manner as annual leave, pursuant to Article
7 16. Compensatory time must be utilized prior to the utilization of BLT hours.

8
9 Section 4. Timing of Conversion of Unused Program Hours.

10
11 Upon an employee's separation, death or retirement from state service, unused
12 BLT hours shall be contributed by the State to the employee's account within the
13 State of Michigan (401(k) plan and, if applicable, to the State of Michigan 457
14 plan. Such contributions shall be treated as non-elective employer contributions,
15 and shall be calculated using the product of the following: (i) the number of BLT
16 hours and, (ii) the employee's base hourly rate in effect at the time of the
17 contribution.

18
19 If the amount of a projected contribution would exceed the maximum amount
20 allowable under Section 415 of the Internal Revenue Code (when combined with
21 other projected contributions that could against such limit), the State shall first
22 make a contribution to the employee's account within the State of Michigan
23 401(k) plan up to the maximum allowed, and then make the additional
24 contribution to the employee's account within the State of Michigan 457 plan.

25
26 Section 5. Insurances, Leave Accruals and Service Credits.

27
28 Retirement service credits, overtime compensation, longevity compensation, step
29 increases, continuous service hours, holiday pay, annual and sick leave accruals
30 will continue as if the employee had received pay for the BLT hours. Premiums,
31 coverage and benefit levels for insurance programs (including LTD) in which the
32 employee is enrolled will not be changed as a result of participation in the
33 Program. Employees shall incur no break in service due to participation in the
34 Program. The Program is not intended to have an effect on the Final Average
35 Compensation calculations under the State's Defined Benefit Plan nor the salary
36 used for employer contribution calculations under the State's Defined
37 Contribution Plan.

38
39 Section 6. Relationship to Voluntary Work Schedule Adjustment (VWSA) Plan
40 A and Voluntary Work Schedule Adjustment (VWSA) Plan C.

41
42 Before incurring unpaid VWSA Plan A or VWSA Plan C hours, all BLT hours
43 must be exhausted.

44
45 Section 7. Term.

The Pay reduction and accrual provisions of this Letter of Understanding shall continue through the end of the pay period of October 22, 2005.

FOR THE UNION

FOR THE EMPLOYER

/s/ Charlotte L. Duncil 11/1/04

/s/ Jan F. Miller 11/1/04

Charlotte L. Duncil

Jan F. Miller

President

Office of the State Employer

HSS Division, SEIU Local 517M

APPENDIX C-2

LETTER OF UNDERSTANDING Article 13 - LAYOFF AND RECALL

This Letter of Understanding outlines the parties' agreement regarding the rights of Unemployment Agency employees who move to the Employment Service Agency (ESA) on or about July 1, 1999 as the result of a successful bid to provide Wagner-Peyser Act (W-P) employment services in State Workforce Development Board (WDB) areas in accordance with the Discussion Notes and Addendum between the Michigan Jobs Commission (MJC) and the U.S. Department of Labor.

1. Eligible employees who are included in the staffing component of a successful competitive bid will, as a result of moving to the ESA:

- a) continue to accrue and retain their seniority as outlined in Article 12 of the Human Services Support Unit Collective Bargaining Agreement;
- b) continue to accrue and retain all of the time toward the next preauthorized class level, or toward reallocation;
- c) experience no reduction in rate of pay or benefits.

Such employees shall have the rights outlined in paragraph 2 below in the event the contract with a WDB is terminated for any reason, including an unsuccessful subsequent competitive bid for the W-P program year beginning July 1, 2001.

2. Upon termination of the contract, affected employees shall be provided with notice of layoff in accordance with the Article 13 provision on layoff procedure and bumping in the ESA, and shall exercise their bumping rights within the ESA in accordance with that provision. If the employee is unable to bump under these conditions, she/he shall be laid off. A laid-off employee shall be entitled to have his/her name placed on the Work Location Recall List for recall to positions within the ESA. In addition, employees may elect to have their names placed on the Statewide Recall List in accordance with Article 13,

Section 10. Employees laid off as a result of the termination of a contract shall be recalled by the Unemployment Agency (UA) from the Statewide Recall List in order of seniority, with the most senior employee recalled first. Such recall to the UA under this Letter of Understanding shall take priority over filling vacancies by transfer according to Article 14, Section 4. Removal of names shall be in accordance with Article 13, Section 12.

FOR THE EMPLOYER

FOR THE UNION

/s/ Janine M. Winters 10/22/98

Janine M. Winters, Director Date
Office of the State Employer

/s/ Victoria L. Cook 10/22/98

Victoria L. Cook, President Date
Local 31-M, SEIU, AFL-CIO

/s/ Susan O'Doherty 10/22/98

Susan O'Doherty Date

APPENDIX C-3
LETTER OF UNDERSTANDING
Article 23 - TRAINING

During bargaining in 1992, the parties agreed to adapt or obtain a one-day labor-management training program that will focus on improving the communication between management and union representatives, with the goal of improving labor-management relations. The parties will mutually agree on the development and content of the program. However, in an effort to minimize the costs of such a training program, the parties will seek to adapt currently available program(s) and to utilize the services of instructors/facilitators who may be available at reduced or no cost.

The Employer will be responsible for the costs of program adaptation and instructor fees, if any. The Employer will provide lunch for participants on the day of the training and will allow travel time one way for participating Union representatives. The Union will provide travel time one way for participating Union representatives and will cover other travel-related expenses.

FOR THE EMPLOYER

FOR THE UNION

/s/ William C. Whitbeck 11/10/92

William C. Whitbeck Date
Director, Office of the
State Employer

/s/ Victoria L. Cook 11/10/92

Victoria L. Cook Date
President, Local 31-M,
SEIU, AFL-CIO, CLC

/s/ Susan O'Doherty 11/10/92

Susan O'Doherty Date

APPENDIX C-4
LETTER OF UNDERSTANDING
Article 22 - ECONOMICS

The parties have discussed a program of long-term care insurance to be offered to bargaining unit employees, their spouses, parents, and parents-in-law. The following provisions apply to this program:

1. Premiums will be fully paid by employees/enrollees.
2. Current employees are guaranteed to be eligible for coverage if they enroll during the initial enrollment period. New employees are also guaranteed to be eligible if they enroll during the enrollment period that applies to new hires.
3. Employees who elect to enroll outside the enrollment period, as well as all spouses, parents, and parents-in-law, are subject to underwriting (i.e., they will be required to answer certain questions about their medical history to determine their eligibility to enroll).
4. Premiums for active employees will be paid through payroll deduction. Under current IRS tax code provisions, such premiums are to be taken from after-tax income and are not eligible for reimbursement from a medical spending account or other pre-tax reimbursement account.

FOR THE EMPLOYER

FOR THE UNION

/s/ Janine M. Winters 1/15/02
Janine M. Winters, Director Date
Office of the State Employer

/s/ Victoria L. Cook 1/8/02
Victoria L. Cook, President Date
Local 31-M, SEIU, AFL-CIO

/s/ Susan O'Doherty 1/14/02
Susan O'Doherty Date

APPENDIX C-5
LETTER OF UNDERSTANDING
Article 22 - ECONOMICS
Payroll Deductions and Remittance for Educational Trust Fund

The parties recognize that the State may offer state employees the opportunity for payroll deduction in conjunction with individual employees' participation in a program similar to the Michigan Educational Trust (M.E.T.) Program. In the event the State initiates a payroll deduction opportunity for trust fund participants, members of the bargaining unit who are trust fund participants will be offered the opportunity to individually initiate enrollment in such payroll deduction program.

1 It is understood that initiation and continuation of the payroll deduction program is
2 subject to the provisions of applicable statutes and regulations, and will be
3 administered in accordance with such laws and regulations. Should the State
4 determine to alter, amend, or terminate such payroll deduction program, the
5 State will provide the Union advance notice and, upon Union request, meet to
6 review and discuss the reasons for such actions prior to their implementation.

7
8 For purposes of administering contractual union security provisions and payroll
9 accounting procedures, it is understood and agreed that such payroll deduction,
10 if and when individually authorized by the employee, will be taken only when the
11 employee has sufficient residual earnings to cover it after deductions for any
12 applicable employee organization membership dues or service fees have been
13 made.

FOR THE EMPLOYER

FOR THE UNION

/s/ Janine M. Winters 11/9/95
Janine M. Winters, Director Date
Office of the State Employer

/s/ Victoria L. Cook 11/9/95
Victoria L. Cook, President Date
Local 31-M, SEIU, AFL-CIO

/s/ Susan O'Doherty 11/9/95
Susan O'Doherty Date

14
15 **APPENDIX C-7**
16 LETTER OF UNDERSTANDING
17 Article 22 Economics
18 Section 3- The State Health Plan
19

20 The attached rules for network use will be used by the parties in determining
21 in and out-of-network benefits. In addition, the parties agree to set up a joint
22 committee for the purpose of creating any additional guidelines and reviewing
23 implementation. The committee will also be charged with identifying situations in
24 which access to non-participating providers may be necessary and developing
25 procedures to avoid balance billing in these situations.

26
27 The parties have also discussed the fact that there are some state
28 employees who do not live in Michigan. The following are procedures in place
29 for persons living or traveling outside Michigan:

30
31 Members who need medical care when away from Michigan can take
32 advantage of the third party administrator's national PPO program. There is
33 a toll-free number for members to call in order to be directed to the nearest
34 PPO provider. The member is not required to pay the physician or hospital
35 at the time of service if he/she presents the PPO identification card to the
36 network provider.

If a member is traveling he/she must seek services from a PPO provider. Failure to seek such services from a PPO provider will result in a member being treated as out-of-network unless the member was seeking services as the result of an emergency.

If a member resides out of state and seeks non-emergency services from a non-PPO provider, he/she will be treated as out-of-network. If there is not adequate access to a PPO provider, exceptions will be handled on a per case basis.

RULES FOR NETWORK USE

A member is considered to have access to the network based on the type of services required, if there are:

- Primary Care -Two Primary Care Physicians (PCP) within 15 miles;
- Specialty Care -Two Specialty Care Physicians (SCP) within 20 miles; and
- Hospital - One hospital within 25 miles.

The distance between the member and provider is the center-point of one zip code to the center-point of the other.

SHP PPO Member Costs Associated with In-Network or Out-of-Network Use (for eligible employees hired prior to April 1, 2010 and covered by the SHP PPO)

	In-Network	Out-of-Network
Deductible	\$200/Individual \$400/Family	\$500/Individual \$1,000/Family
Effective 1-1-09	\$300/Individual \$600/Family	\$600/Individual \$1,200/Family
Co-Payments Effective 1-1-08	Office Visits \$10 Office Visits \$15 Services 0% Or 10% Emergency 0%	Most Services 10% (See 2. Below)
Effective 10-1-08	Emergency room visit \$50 co-pay if not admitted	Emergency room visit \$50 co-pay if not admitted
Preventive Services	Covered at 100% Limited to \$1,500 per Calendar year per person.	Not covered

Agreement Between
The State of Michigan and SEIU 517M, Human Services Support Unit

Out-of-Pocket Maximum	\$1,000/individual	\$2,000/individual
	\$2,000/family	\$4,000/family

NSHP PPO Member Costs Associated within In-Network or Out-of-Network Use
(for eligible employees hired on or after April 1, 2010 and covered by the NSHP
PPO)

	In-Network	Out-of-Network
Deductible	\$400/individual \$800/family	\$800/individual \$1,600/family
Copayments	Office Visits \$20 Services 0% or 10% Emergency \$200 co-pay if not admitted	Most services 20%
Preventive Services	Covered at 100%	Not covered
Out-of-Pocket Maximum	\$1,500/individual \$3,000/family	\$3,000/individual \$6,000/family

1. If a member has access to the network, the member receives benefits at the in-network level when a network provider is used. The member is responsible for the in-network deductible (if any) and co-payment (if any). If a network provider refers the member to an out-of-network SCP the member continues to pay in-network expenses.

2. If a member has access to the network, the member receives benefits at the out-of-network level when a non-network provider is used. The member is responsible for the out-of-network deductible (if any), and co-payment (if any).

- If the non-network provider is a Blues' participating provider, the provider will accept the Blues' payment as payment in full. The member is responsible for the out-of-network deductible and co-payment. The member will not, however, be balance billed.
- If the non-network provider is not a Blues' participating provider, the provider does not accept Blues' payment as payment in full. The member is responsible for the out-of-network deductible and co-payment. The member may also be balance billed by the provider for all amounts in excess of the Blues' approved payment amount.

When a member has access to the network and chooses to use an out-of-network provider, amounts paid toward the out-of-network deductible, co-payment or out-of-pocket maximum cannot be used to satisfy the in-network deductible, co-payments or out-of-pocket maximum.

- 1 3. If a member does not have access to the network as provided above, the
2 member will be treated as in-network for all benefits. The member will be
3 responsible for the in-network deductible (if any) and co-payment (if any).
4
- 5 4. If a member does not have access to the network but then additional
6 providers join the network so that the member would now be considered in-
7 network, the member will be notified and given a reasonable amount of time
8 in which to seek care from an in-network provider. Care received from a non-
9 network provider after that grace period will be considered out-of-network and
10 the out-of-network deductibles, co-payments and out-of-pocket maximums
11 will apply. If a member is undergoing a course of treatment at the time he
12 becomes in-network, the in-network rules will continue for that course of
13 treatment only pursuant to the PPO Standard Transition Policy. Once the
14 course of treatment has been finished, the member must use an in-network
15 provider or be governed by the out-of-network rules.
16

17 If a member is under a course of treatment on January 1, 2003 when the new
18 State Health Plan is implemented, the member will be treated as in-network until
19 the course of treatment is concluded pursuant to the PPO Standard Transition
20 Policy. After that, the level of benefits will be governed by the in/out-of-network
21 rules of the new State Health Plan.
22

APPENDIX C-9
SEIU LOCAL 517M
HUMAN SERVICES SUPPORT UNIT

LETTER OF UNDERSTANDING

Article 5, Section 5

31 During negotiations in 2007, the parties agreed the Union would pay to the State
32 of Michigan the amount of \$300 per month during the term of this Agreement as
33 rent for the Union office space currently being used by the Union.
34

APPENDIX C-10
SEIU LOCAL 517M
HUMAN SERVICES SUPPORT UNIT

Letter of Understanding
Article 7, Section 3
Grievance Chair

44 During negotiations in 2007, the parties agreed to establish a special
45 administrative leave bank in the amount of 2088 hours effective January 1, 2008.
46 This bank shall be for use by a Union official to provide for contract

administration activities. The Union shall notify the Employer in writing of the name and department of such official who is entitled to sue this bank. In the event that the named Union Representative's absence from the work place would create serious operational problems for the Employer, the parties shall meet in an attempt to resolve the problems. Such resolution may include the designation of an alternative representative by the Union.

Time from this bank is intended to be used to resolve problems and to further a mature labor-management relationship. It is not intended to be used by the Union official for representation activities in work areas. If the time is used to meet with employees, such employees shall not be on work time.

Provisions for notice of use of hours from this bank shall be mutually agreed to by the parties. The hours in this bank may only be used within the calendar year in which they are granted and shall not be carried forward from one year to another. This bank shall be renewed annually on a calendar year basis during the term of this agreement.

For the purpose of seniority accrual, time spent by such employee shall be considered as time worked unless prohibited by applicable legislation. Nothing in this Subsection is intended to limit the time spent in bilateral activities pursuant to Article 8.

For the Union
/s/ Jackie Adams

For the Employer
/s/ Thomas Fredericks

APPENDIX C-13
SEIU LOCAL 517M
HUMAN SERVICES SUPPORT UNIT

Letter of Understanding

Article 3, Section 5

Contracting Committee

During the 2007 negotiations, the Office of the State Employer and SEIU Local 517M agreed to establish a joint committee for the purpose of reviewing the contracting out of services including CS-138's.

For the Union
/s/ Jackie Adams

For the Employer
/s/ Thomas Fredericks

APPENDIX D-1

Article 22, SECTION 14. PERSONAL LEAVE DAY

The following principles apply to the crediting of hours for the Personal Leave Day:

1. Full-time employees on payroll on October 1 get 16 hours regardless of anything else.
2. Full-time employees not actively at work on October 1 get 16 hours when they return from leave of absence or lost time.
3. Full-time employees who were laid off on October 1, but subsequently recalled to a full-time position have the personal leave grant pro-rated based on the number of pay periods remaining in that fiscal year.
4. Less than full-time employees get a proportionate personal leave grant based on the average hours in pay status during the most recent six biweekly work periods to October 1 (including the period which contains October 1 and work periods when not in pay status).
5. Permanent-intermittent employees who work 80 hours during the pay period which includes October 1 are entitled to 16 hours personal leave.

APPENDIX D-2

HOLIDAY PAY FOR PERMANENT-INTERMITTENT EMPLOYEES

Permanent employees working less than full time shall qualify for paid holiday absence as follows:

1. Employees are entitled to a full holiday credit of eight hours if they otherwise have been in full pay status for the pay period in which the holiday falls.
2. Employees not in full pay status for the pay period in which the holiday falls are entitled to proportionate holiday credit based on the average hours in pay status during the six biweekly work periods (including work periods when not in pay status) preceding the work period in which the holiday occurs.
 - a. Permanent employees not in pay status during the biweekly work period when a holiday occurs are entitled to proportionate holiday credit upon return from furlough.

- 1 b. Newly hired employees who have completed less than six biweekly
2 work periods are entitled to proportionate holiday credit based on the
3 average hours in pay status since appointment.
4

5 **APPENDIX E**
6 SEIU LOCAL 517M
7 HUMAN SERVICES SUPPORT UNIT

8 LETTER OF UNDERSTANDING
9 CONFIRMATION OF DRUG TESTING RESULTS
10

11
12 For informational purposes only, as provided by the U.S. Department of
13 Health and Human Services Mandatory Guidelines for Federal Workplace Drug
14 Testing programs, the drug testing protocol is as follows;
15

16 After drug testing is authorized, an employee is transported to a collection site to
17 provide a urine sample. The specimen is sent to a certified laboratory to
18 determine the results. If the initial screening test is positive, the laboratory will
19 run more sophisticated testing using Mass Spectrometry/Gas Chromatography
20 (MS/GC) testing equipment. If the MS/GC testing also reveals a positive test, the
21 employee may elect, at his/her discretion and expense, to have the split sample
22 portion of the sample tested at a different U.S. Department of Health & Human
23 Services (DHHS) certified laboratory, for the presence of any positive findings.
24
25

26 **APPENDIX I**
27 HUMAN SERVICES SUPPORT BUMPING POOL PROCEDURES
28

- 29 1. The Employer identifies the number of surplus "S" positions by class/level
30 and by work location who shall be designated as surplus employees to bump
31 or be laid off and places the surplus employees in seniority order. If the
32 Employer intends to lay off out of line seniority pursuant to Article 13, Section
33 3.B(1), the employee(s) who occupies the certified position(s) identified by
34 the Employer shall not be identified as surplus nor shall she/he be placed in
35 seniority order.
36
37 2. A. Identify the number of least senior positions in the Layoff Unit, which do
38 not have a selective or departmental certification, equal to the number of
39 surplus positions.
40
41 B. Identify the number of least senior selectively certified positions and/or
42 departmentally certified positions equal to the number of surplus
43 employees eligible to bump into the selectively or departmentally certified
44 positions. In the event a surplus employee(s) meets the eligibility
45 criteria for more than one certification category, the position(s) identified
46 for inclusion in the bumping pool will be the position(s) occupied by the

1 least senior employee(s) eligible to be bumped by the surplussed
2 employee(s).

3
4 C. The employees identified in A, plus the employees identified in B, shall be
5 placed in seniority order and shall be considered the bumping pool, "A".

6
7 3. Identify the most senior surplus employee and review his/her predesignated
8 Work Location Preference Form.

9
10 4. Identify what the most senior employee has designated as the preferred work
11 locations in priority order.

12
13 5. In accordance with the provisions of Article 13, the Employer will bump the
14 most senior "S" employee to the first designated preferred position in the Pool
15 if there is a less senior employee occupying a position in a class/level that the
16 surplus employee is eligible to bump. If no available work location with a less
17 senior employee in the Bumping Pool is selected, the most senior "S"
18 employee is laid off.

19
20 6. Identify the next most senior "S" employee and repeat Steps 3, 4, and 5 until
21 all "S" employees outside the Bumping Pool have been allowed to exercise
22 their bumping preference in seniority order.

23
24 7. If one or more employees in the Bumping Pool have not been surplussed or
25 bumped, the Employer will then identify and place in seniority order employ-
26 ees in the Pool who have been surplussed or bumped. The Employer shall
27 then repeat Steps 4 and 5 until all of the more senior affected employees
28 have been given an opportunity to bump into an available less senior Pool
29 position.

30
31 8. An employee eligible for certified positions retains the right to bump into
32 certified positions based on his/her eligibility criteria, seniority, and bumping
33 preferences, and into non-certified positions based on his/her seniority and
34 bumping preferences.

APPENDIX J

Article 22 - STATE HEALTH PLAN - PPO BENEFIT CHART

Appendix J remains in effect for eligible employees hired prior to April 1, 2010 and covered by the State Health Plan PPO.

	State Health Plan (PPO)	
	In-Network	Out-of-Network

PREVENTIVE SERVICES - Limited to \$1,500 per calendar year per person

Health Maintenance Exam - includes chest X-ray, EKG and select lab procedures	Covered-100%, one per calendar year	Not covered
Annual Gynecological Exam	Covered-100%, one per calendar year	Not covered
Pap Smear Screening-laboratory services only	Covered-100%, one per calendar year	Not covered
Well-Baby and Child Care	Covered-100% -6 visits per year through age 1 -2 visits per year, age 2 through 3 -1 visit per year, age 4 through 15	Not covered
Immunizations (no age limit). Annual flu shot; Hepatitis C screening covered for those at risk	Covered 100%	Not covered
Fecal Occult Blood Screening	Covered-100%, one per calendar year	Not covered
Flexible Sigmoidoscopy Exam	Covered 100%	Not covered
Prostate Specific Antigen (PSA) Screening	Covered-100%, one per calendar year	Not covered

PREVENTIVE SERVICES NOT SUBJECT TO MAXIMUM LIMIT

Mammography Screening for standard film. covers digital up to standard film rate	Covered 100%	Covered-90% after deductible
	One per calendar year, no age restrictions	
Colonoscopy Exam (Effective Jan. 1, 2006)	Covered 100%	Covered-90% after deductible
	Beginning at age 50; One every 10 years.	
Childhood Immunizations (effective Jan. 1, 2006)	Covered 100% for children through age 16	Covered-90% after deductible

Physician Office Services

Office Visits	Covered - \$10 copay	Covered - 90% after deductible, must be medically necessary
Effective 10-1-08:	Covered - \$15 copay	
Outpatient and Home Visits	Covered - 100% after deductible	Covered - 90% after deductible, must be medically necessary
Office Consultations	Covered - \$10 copay	Covered - 90% after deductible, must be medically necessary
Effective 10-1-08:	Covered - \$15 copay	

Emergency Medical Care

Hospital Emergency Room-approved diagnosis, prudent person rule	Covered 100% for emergency medical illness or accidental injury	Covered 100% for emergency medical illness or accidental injury
Effective 10-1-08:	Covered 100%, after a \$50 co-pay if not admitted, for emergency medical illness or accidental injury	Covered 100%, after a \$50 co-pay if not admitted, for emergency medical illness or accidental injury
Ambulance Services - medically necessary for illness and injury	Covered 100% after deductible	Covered 100% after deductible

Agreement Between
The State of Michigan and SEIU 517M, Human Services Support Unit

Diagnostic Services

Laboratory and Pathology Tests	Covered – 100% after deductible	Covered - 90% after deductible
Diagnostic Tests and X-rays	Covered – 100% after deductible	Covered - 90% after deductible
Radiation Therapy	Covered – 100% after deductible	Covered - 90% after deductible

Maternity Services Provided by a Physician

Pre-Natal and Post-Natal Care	Covered - 100% after deductible	Covered - 90% after deductible
	Includes care provided by a Certified Nurse Midwife	
Delivery and Nursery Care	Covered - 100% after deductible	Covered - 90% after deductible
	Includes delivery provided by a Certified Nurse Midwife	

Hospital Care

Semi-Private Room, Inpatient Physician Care, General Nursing Care, Hospital Services and Supplies, and Blood Storage	Covered – 100% after deductible Unlimited Days	Covered – 90% after deductible Unlimited Days
Inpatient Consultations	Covered – 100% after deductible	Covered – 90% after deductible
Chemotherapy	Covered – 100% after deductible	Covered – 90% after deductible

Alternatives to Hospital Care

Skilled Nursing Care	Covered – 100% after in network deductible	Covered – 100% after in network deductible
	730 days per confinement	
Hospice Care	Covered – 100%	Covered – 100%
	Limited to the lifetime dollar max. which is adjusted annually by the state	
Home Health Care	Covered – 100% after deductible	Covered – 100% after deductible
	Unlimited visits	

Surgical Services

Surgery - includes related surgical services	Covered – 100% after deductible	Covered – 90% after deductible
Voluntary Sterilization	Covered – 100% after deductible	Covered – 90% after deductible

Human Organ Transplants

Specified Organ Transplants - in designated facilities only - when coordinated through the TPA	Covered – 100% after deductible in designated facilities only	Covered – 100% after deductible in designated facilities only
	Up to \$1 million maximum per transplant type	
Bone Marrow – when coordinated through the TPA - specific criteria applies	Covered – 100% after deductible	Covered – 90% after deductible
Kidney, Cornea and Skin	Covered – 100% after deductible	Covered – 90% after deductible

Mental Health Care and Substance Abuse - Covered under non-BCBSM contract

Inpatient Mental Health	100% to 365 days per year. Partial Day Hospitalization at 2:1 ratio	50%, to 365 days per year
Outpatient Mental Health Care	90% of network rates	50% of network rates
Inpatient Alcohol & Chemical Abuse Care	100% of two 28-day admissions per calendar year, with 60 day interval. Intensive Outpatient Treatment at 2:1 ratio. Halfway House 100%	50% of two 28-day admissions per calendar year, with 60 day interval. Intensive Outpatient Treatment at 2:1 ratio. Halfway House 50%
Outpatient Alcohol & Chemical Abuse	90% of network rates; Limit \$3,500/year chemical dependency only	50% of network rates Limit \$3,500/year chemical dependency only

Agreement Between
The State of Michigan and SEIU 517M, Human Services Support Unit

Other Services

Allergy Testing and Therapy	Covered – 100% after deductible	Covered – 90% after deductible
Rabies treatment after initial emergency room treatment	Covered – 100% after deductible	Covered – 90% after deductible
Chiropractic Spinal Manipulation	Covered – \$10 COPAY	Covered – 90% after deductible
Effective 10-1-08:	Covered – \$15 COPAY	
	Up to 24 visits per calendar year	
Outpatient Physical, Speech and Occupational Therapy		
- Facility and Clinic	Covered – 100% after deductible	Covered – 100% after deductible
- Physician's Office - excludes speech and occupational therapy	Covered – 100% after deductible	Covered – 90% after deductible
	Up to a combined maximum of 90 visits per calendar year	
Durable Medical Equipment	Covered 100%	Covered 80% of approved charges

Other Services

Prosthetic and Orthotic Appliances	Covered 100%	Covered 80% of approved charges
Private Duty Nursing	Covered – 90% after deductible	Covered – 90% after deductible
Prescription Drugs	Covered under non-BCBSM contract	Covered under non-BCBSM contract
Hearing Care Program	\$10 office visits; more frequent than 36 months if standards met.	
Effective 10-1-08:	\$15 office visits; more frequent than 36 months if standards met.	
Acupuncture Therapy Benefit – Under the supervision of a MD/DO	Covered – 90% after deductible (up to 20 visits annually)	Covered – 90% after deductible (up to 20 visits annually)
Weight Loss Benefit	Upon meeting conditions, eligible for a lifetime maximum reimbursement of \$300 for non-medical, weight reduction.	
Wig, wig stand, adhesives	Upon meeting medical conditions, eligible for a lifetime maximum reimbursement of \$300. (Additional wigs covered for children due to growth.)	

Deductible, Copays and Dollar Maximums

Deductible	\$200 per member; \$400 per family	\$500 per member; \$1,000 per family
Effective 1-1-09:	\$300 per member; \$600 per family	\$600 per member; \$1,200 per family
Copays		
- Fixed Dollar Copays - Do not apply toward deductible	\$10 for office visits/consultations, chiropractic	
Effective 10-1-08:	\$15 for office visits/consultations, chiropractic	
- Percent Copays - MH/SA copays do not apply toward deductible - Services without a network are covered at the in-network level	10% for MH/SA outpatient, and private duty nursing	10% for most services; MH/SA at 50%
Annual Dollar Maximums		
- Fixed Dollar Copays - Do not apply toward out-of-pocket maximum	N/A	None
- Percent Copays - MH/SA and private duty nursing copays do not apply toward out-of-pocket maximum	\$1,000 per member; \$2,000 per family	\$2,000 per member; \$4,000 per family
Dollar Maximums	\$5 million lifetime per member for all covered services and as noted above for individual services	

APPENDIX J-1

Appendix J-1 remains in effect for eligible employees hired on or after April 1, 2010 and covered by the New State Health Plan PPO or New HMO Plan.

Preventive Services

	New State Health Plan PPO “NSHP – PPO” Benefits		New HMO Plan “NHMO” Benefits
	In-network	Out-of-network	
Health maintenance exam	Covered 100% 1 per year	Not Covered	Covered 100% after \$20 office visit co-payment
Annual gynecological exam	Covered 100% 1 per calendar year	Not Covered	Covered 100% after \$20 office visit co-payment
Pap smear screening – laboratory services only ¹	Covered 100% 1 per year	Not Covered	Covered 100% after \$20 office visit co-payment
Well-baby and child care	Covered 100%	Not Covered	Covered 100% after \$20 office visit co-payment
Immunizations, annual flu shot & Hepatitis C screening for those at risk	Covered 100%	Not Covered	Covered 100% after \$20 office visit co-payment
Childhood Immunizations	Covered 100% through age 16	Covered 80%	Covered 100%
Fecal occult blood screening ¹	Covered 100%	Not Covered	Covered 100% after \$20 office visit co-payment
Flexible sigmoidoscopy ¹	Covered 100%	Not Covered	Covered 100% after \$20 office visit co-payment
Prostate specific antigen screening ¹	Covered 100% one per year	Not Covered	Covered 100% after \$20 office visit co-payment
Mammography, annual standard film mammography screening (covers digital mammography up to the standard film rate) ¹	Covered 100%	Covered 80% after deductible	Check with HMO
Colonoscopy ¹	Covered 100%	Covered 80% after deductible	Covered 100% after \$20 office visit co-payment

¹ American Cancer Society guidelines apply

Physician Office Services

	New State Health Plan PPO “NSHP – PPO” Benefits		New HMO Plan “NHMO” Benefits
	In-network	Out-of-network	
Office visits, consultations and urgent care visits	Covered, \$20 co-pay, deductible not applicable	Covered 80% after deductible	\$20 co-pay
Outpatient and home visits	Covered 90% after deductible	Covered 80% after deductible	\$20 co-pay

Emergency Medical Care

	New State Health Plan PPO “NSHP – PPO” Benefits		New HMO Plan “NHMO” Benefits
	In-network	Out-of-network	
Hospital emergency room for medical emergency or accidental injury	\$200 co-pay if not admitted		\$200 co-pay if not admitted
Ambulance services – medically necessary	Covered 90% after deductible		Covered 100%

Diagnostic Services

	New State Health Plan PPO “NSHP – PPO” Benefits		New HMO Plan “NHMO” Benefits
	In-network	Out-of-network	
Laboratory and pathology tests	Covered 90% after deductible	Covered 80% after deductible	Covered 100%
Diagnostic tests and x-rays	Covered 90% after deductible	Covered 80% after deductible	Covered 100%
Radiation therapy	Covered 90% after deductible	Covered 80% after deductible	Covered 100%

Maternity Services

INCLUDES CARE BY A CERTIFIED NURSE MIDWIFE (NEW STATE HEALTH PLAN PPO ONLY)

	New State Health Plan PPO “NSHP – PPO” Benefits		New HMO Plan “NHMO” Benefits
	In-network	Out-of-network	
Prenatal and postnatal care	Covered 90% after deductible	Covered 80% after deductible	Office Visit \$20 co-pay
Delivery and nursery care	Covered 90% after deductible	Covered 80% after deductible	Covered 100%

Hospital Care

	New State Health Plan PPO “NSHP – PPO” Benefits		New HMO Plan “NHMO” Benefits
	In-network	Out-of-network	
Semi-private room, inpatient physician care, general nursing care, hospital services and supplies	Covered 90% after deductible, unlimited days	Covered 80% after deductible, unlimited days	Covered 100% Unlimited days
Inpatient consultations	Covered 90% after deductible	Covered 80% after deductible	Covered 100%
Chemotherapy	Covered 90% after deductible	Covered 80% after deductible	Covered 100%

Alternatives to Hospital Care

	New State Health Plan PPO “NSHP – PPO” Benefits		New HMO Plan “NHMO” Benefits
	In-network	Out-of-network	
Skilled nursing care up to 120 days per confinement	Covered 90% after deductible		Covered 100%
Hospice care	Covered 100% Limited to the lifetime dollar maximum that is adjusted annually by the State		Covered 100%
Home health care	Covered 90% after deductible, unlimited visits		Check with your HMO

Surgical Services

	New State Health Plan PPO “NSHP – PPO” Benefits		New HMO Plan “NHMO” Benefits
	In-network	Out-of-network	
Surgery—includes related surgical services.	Covered 90% after deductible	Covered 80% after deductible	Covered 100%
Voluntary sterilization	Covered 90% after deductible	Covered 80% after deductible	Check with your HMO

Human Organ Transplants

	New State Health Plan PPO “NSHP – PPO” Benefits		New HMO Plan “NHMO” Benefits
	In-network	Out-of-network	
Liver, heart, lung, pancreas, and other specified organ transplants	Covered 100% In designated facilities only. Up to \$1 million lifetime maximum for each organ transplant		Covered 100% in designated facilities

Organ and Tissue Transplants

	New State Health Plan PPO “NSHP – PPO” Benefits		New HMO Plan “NHMO” Benefits
	In-network	Out-of-network	
Bone marrow—specific criteria apply	Covered 100% after deductible in designated facilities		Covered 100% in designated facilities
Kidney, cornea, and skin	Covered 90% after deductible in designated facilities	Covered 80% after deductible	Covered 100% subject to medical criteria

Other Services

	New State Health Plan PPO “NSHP – PPO” Benefits		New HMO Plan “NHMO” Benefits
	In-network	Out-of-network	
Allergy testing and injections	Covered 90% after deductible	Covered 80% after deductible	Office visits: \$20 co-pay Injections: Covered 100%
Acupuncture	Covered 80% after deductible if performed by or under the supervision of a M.D. or D.O.		Check with your HMO
Rabies treatment after initial emergency room visit	Covered 90% after deductible	Covered 80% after deductible	Office visits: \$20 co-pay Injections: Covered 100%
Chiropractic/spinal manipulation	\$20 co-pay Up to 24 visits per calendar year	Covered 80% after deductible Up to 24 visits per calendar year	Check with your HMO

Other Services continued...

	New State Health Plan PPO “NSHP – PPO” Benefits		New HMO Plan “NHMO” Benefits
	In-network	Out-of-network	
Durable medical equipment -Support Program	Covered 100%	Covered 80% of approved amount	Covered
Prosthetic and orthotic appliances -Support Program	Covered 100%	Covered 80% of approved amount	Covered
Private duty nursing	Covered 80% after deductible		Covered
Wig, wig stand, adhesives	Upon meeting medical conditions, eligible for a lifetime maximum reimbursement of \$300. (Additional wigs covered for children due to growth).		Check with your HMO
Hearing Care Exam	\$20 co-pay for office visit	Covered 80% after deductible	Check with your HMO

Mental Health/Substance Abuse

	New State Health Plan PPO “NSHP – PPO” Benefits		New HMO Plan “NHMO” Benefits
	In-network	Out-of-network	
Mental Health Benefits - Inpatient	Covered 100% up to 365 days per year ²	Covered 50% up to 365 days per year	Check with your HMO
Mental Health Benefits - Outpatient	As necessary 90% of network rates 10% co-pay	As necessary 50% of network rates	Check with your HMO
Alcohol & Chemical Dependency Benefits - Inpatient	Covered 100% ³ Halfway House 100%	Covered 50% ⁴ Halfway House 50%	Check with your HMO
Alcohol & Chemical Dependency Benefits - Outpatient	\$3,500 per calendar year 90% of network rates 10% co-pay ⁴	\$3,500 per calendar year 50% of network rates	Check with your HMO

² Inpatient days may be utilized for partial day hospitalization (PHP) at 2:1 ratio. One inpatient day equals two PHP days.

³ Up to two 28-day admissions per year. There must be at least 60 days between admissions. Inpatient days may be utilized for intensive outpatient treatment (IOP) at 2:1 ratio. One inpatient day equals two IOP days.

⁴ \$3,500 per calendar year limitation pertains to services for chemical dependency only.

Prescription Drugs

Prescription medications for the New State Health Plan PPO are covered under the Participating Pharmacy ID Card Plan administered by BCBSM.

Agreement Between
The State of Michigan and SEIU 517M, Human Services Support Unit

Prescriptions filled at a participating pharmacy may only be approved for up to a 34-day supply. Employees can still receive a 90-day supply by mail order.

To check the co-pay for drugs you may be taking, visit BCBSM website at <http://www.bcbsm.com/som> or contact BCBSM at (800) 843-4876. The preferred/non-preferred list of drugs is updated periodically as new drugs are added.

The chart below shows the NSHP and NHMO prescription drug member co-pays:

Generic	Brand Name Preferred	Brand Name Non-Preferred
Retail \$10	Retail \$30	Retail \$60
Mail Order \$20	Mail Order \$60	Mail Order \$120

Outpatient Physical, Speech, and Occupational Therapy

COMBINED MAXIMUM OF 90 VISITS PER CALENDAR YEAR.

	New State Health Plan PPO "NSHP – PPO" Benefits		New HMO Plan "NHMO" Benefits
	In-network	Out-of-network	
Outpatient physical, speech and occupational therapy – facility and clinic services	Covered 90% after deductible	Covered 90% after deductible	Office visit: \$20 co-pay
Outpatient physical therapy – physician's office	Covered 90% after deductible	Covered 80% after deductible	Office visit: \$20 co-pay

Deductible, Co-Pays, and Out-of-Pocket Dollar Maximums

	New State Health Plan PPO "NSHP – PPO" Benefits		New HMO Plan "NHMO" Benefits
	In-network	Out-of-network	
Deductible	\$400 per member \$800 per family	\$800 per member \$1,600 per family	None
Fixed dollar co-pays	\$20 for office visits, office consultations, urgent care visits, osteopathic manipulations, chiropractic manipulations and medical hearing exams. \$200 for emergency room visits, if not admitted	Not applicable	\$20 for office visits \$200 for emergency room visits, if not admitted

Agreement Between
The State of Michigan and SEIU 517M, Human Services Support Unit

Coinsurance	10% for most services and 20% for private duty nursing and acupuncture	20% for most services. MHSA at 50%	None
Annual out-of-pocket dollar maximums ⁵	\$1,500 per member \$3,000 per family	\$3,000 per member \$6,000 per family	None

⁵ The out-of-pocket limit does not apply to deductibles, fixed dollar co-payments, or private duty nursing co-payments.

Premium Sharing

	New State Health Plan PPO "NSHP – PPO" Benefits		New HMO Plan "NHMO" Benefits	
	Employee	State	Employee	State
Premium	20%	80%	15% ⁶	85% ⁶

⁶ The State will pay up to 85% of the applicable NHMO total premium, capped at the dollar amount which the State pays for the same coverage code under the NSHP-PPO.

Letter of Agreement

SEIU 517M, Human Services Support Unit
And
State of Michigan, Office of the State Employer
Article 16, Section 5. Annual Leave Donations

The parties agree that having a uniform process for donation and receipt of annual leave across State government would increase efficiency and understanding of the procedure.

Following approval of this Agreement, the parties agree to address this issue in the Labor/Management Health Care Committee forum(s) to attempt to remove inconsistencies in the processes and draft a uniform procedure.

Proper subjects to be addressed at this meeting include, but are not limited to:

- Conditions under which leave can be received and
- Conditions under which leave can be donated, and
- The procedure for making such a request.

Any changes that would modify the Collective Bargaining Agreement would be implemented in a separate Letter of Understanding that would be submitted to the Civil Service Commission for approval.

Letter of Agreement

Letter of Understanding

Joint Healthcare Committee

During the 2011 negotiations, the parties discussed the mutual goal of designing and implementing health care plans, including ancillary plans, that effectively manage costs and that work to keep members healthy. To that end, the Employer and the Unions will convene a Joint Healthcare Committee (the "Committee") whose charges will include, but not be limited to:

- a. Analysis of current plan performance identifying opportunities for improvement;
- b. Investigate potential savings opportunities from re-contracting pharmacy or other carrier contracts;
- c. Review the current specialty pharmacy program and identify best-in-class specialty programs to use as a benchmark;
- d. Analyze current HMO plans to determine if they are a cost-effective means of providing high quality health care;
- e. Investigate impact on outcomes and costs of Value Based Benefit Designs;
- f. Identify opportunities for cost-containment programs and carve out programs;
- g. Investigate opportunities to save costs by modifying or otherwise limiting medical, professional and pharmacy networks;
- h. Review current chronic care management programs to determine effectiveness as well as ongoing member compliance;
- i. Investigate work place health and wellness programs and make recommendations with the goal of educating and motivating employees toward improved health and wellbeing;
- j. Make recommendations to increase voluntary participation in health and wellness screenings and benefits included in current health plans;
- k. Identify educational opportunities relative to facility and professional provider quality data, as well as designated centers of excellence.

As mutually agreed by the parties, independent subject matter experts and consultants may be called upon to assist the Committee in carrying out their charges.

Within 30 days of the effective date of the Agreement, each union shall appoint a representative to serve on the Committee and the Employer shall designate up to four representatives. The Committee will be jointly chaired by a representative designated by OSE and a representative designated by the Unions.

Monthly meetings of the Committee shall be scheduled with the first being held no later than 45 days following the effective date of the Agreement.

Letter of Understanding NEOGOV

During the course of negotiations in 2011, the parties discussed the changes in technology related to the hiring process; specifically the NEOGOV system. The parties have agreed to explore the use of this technology for mutually beneficial opportunities in order to streamline the transfer request process. Any changes that would modify the Collective Bargaining Agreement would be implemented in a separate Letter of Understanding that would be submitted to the Civil Service Commission for approval.

Letter of Understanding New Solutions Committee

During the 2011 negotiations, the parties discussed the role of labor management cooperation and collaboration in providing more efficient delivery of services to the citizens of Michigan. The parties recognize that the efficient delivery of services to the public should be mindful of the cost effectiveness, quality of delivery, accountability and public interest. The discussion encompassed the Unions' New Solutions Report, which encourages all stakeholders to work together in an open dialogue manner to achieve best in class public service.

The parties agreed to approach the New Solutions Report jointly with the goal of facilitating the development of positive programs relative to the effective use of resources. Such effective use of resources may include self-directed work teams or other empowerment initiatives as agreed by the parties to provide front line workers with the support needed to effectively perform their jobs.

The parties recognize that Lean Optimization can be a valuable tool in achieving the effective use of resources. Lean Optimization has the simple goal of helping state government work better for both its customers and its employees. Lean practices rely on joint participation between employees and management at all levels within the State. World class service cannot occur without such employee involvement.

Within sixty (60) days of the effective date of the Collective Bargaining Agreement, a New Solutions Committee will be established to explore innovative solutions to deliver better customer service and pursue better value from those who deliver the services. Each of the Coalition Unions may designate two (2) representatives to meet with the Office of the State Employer. Representatives from the Departments and/or the Civil Service Commission may participate as needed. The Committee will determine the meeting schedule and agenda. The parties agree on the value of utilizing outside independent facilitators trained in business lean practices and will explore funding alternatives to engage mutually agreed upon lean consultants.

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